

AT&T Wholesale Agreement

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

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois ("AT&T Illinois"), and PaeTec Communications, Inc. ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and MCImetro Access Transmission Services LLC for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on June 23, 2010 in docket number 10-0236, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

WHEREAS, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

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

1.0 Incorporation of Recitals and Adopted Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Adopted Agreement

- 2.1 References in the Adopted Agreement to "Level 3 Communications, LLC", or "CLEC", or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on July 3, 2013.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Al Finnell, Carrier Relations Manager
STREET ADDRESS	6801 Morrison Blvd
CITY, STATE, ZIP CODE	Charlotte, NC 28211
FACSIMILE NUMBER	704-602-1946

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

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

3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

PaeTec Communications, Inc.

**Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent**

By: _____

By: _____

Printed: _____

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: _____

Date: _____

ULEC OCN # 797B

CLEC OCN # 4717

ACNA - PUA

**INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
COMMUNICATIONS ACT OF 1934, AS AMENDED**

**between
ILLINOIS BELL TELEPHONE COMPANY d/b/a
AT&T ILLINOIS,**

and

**MCIMETRO ACCESS TRANSMISSION SERVICES
LLC**

TABLE OF CONTENTS

1. SCOPE OF AGREEMENT 5

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY 6

3. NOTICE OF CHANGES -- SECTION 251(C)(5) 8

4. GENERAL RESPONSIBILITIES OF THE PARTIES 8

5. INSURANCE 9

6. OPERATING COMPANY NUMBER (OCN) 10

7. TERM AND TERMINATION 11

8. FRAUD 12

9. DEPOSITS 13

10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION 15

11. INTENTIONALLY OMITTED 16

12. DISPUTE ESCALATION AND RESOLUTION 16

13. AUDITS 18

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 19

15. LIMITATION OF LIABILITY 19

16. INDEMNITY 20

17. REMEDIES 22

18. INTELLECTUAL PROPERTY 22

19. NOTICES 23

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS 24

21. INTENTIONALLY OMITTED 24

22. CONFIDENTIALITY 24

23. INTERVENING LAW 28

24. GOVERNING LAW 29

25. REGULATORY APPROVAL 29

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION 29

27. COMPLIANCE AND CERTIFICATION 30

28. LAW ENFORCEMENT 30

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR..... 31

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY 31

31. ASSIGNMENT 31

32. DELEGATION TO AFFILIATE AND SUBCONTRACTING..... 32

33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 32

34. FORCE MAJEURE 34

35. TAXES 34

36. NON-WAIVER..... 36

37. INTENTIONALLY OMITTED 36

38. INTENTIONALLY OMITTED 36

39. INTENTIONALLY OMITTED 36

40. CUSTOMER INQUIRIES 36

41. EXPENSES 37

42. **CONFLICT OF INTEREST** 37

43. **SURVIVAL** 37

44. **INTENTIONALLY OMITTED** 37

45. **AMENDMENTS AND MODIFICATIONS**..... 37

46. **INTENTIONALLY OMITTED** 37

47. **INTENTIONALLY OMITTED** 37

48. **AUTHORITY** 37

49. **COUNTERPARTS** 38

50. **ENTIRE AGREEMENT** 38

51. **PURCHASING FROM TARIFFS** 38

52. **INTENTIONALLY OMITTED**..... 38

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T ILLINOIS"), and, MCImetro Access Transmission Services LLC ("MCIIm").

WHEREAS, the Parties want to interconnect their networks, to provide Telephone Exchange Services, Exchange Access and ancillary services in Illinois.

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 and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Illinois Commerce Commission (the "Commission") and as specifically set forth herein; and

WHEREAS, as of the Effective Date, for purposes of this Agreement, MCIIm operates where AT&T ILLINOIS is the certified incumbent Local Exchange Carrier and MCIIm is a certified competitive Local Exchange Carrier.

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. SCOPE OF AGREEMENT

- 1.1 This Agreement consists of this set of General Terms and Conditions and the following appendices:

- Appendix I: Definitions
- Appendix II: Bona Fide Request
- Appendix III: Intentionally Omitted
- Appendix IV: Collocation (Physical & Virtual)
- Appendix V: Directory Assistance Listing Information
- Appendix VI: Directory Assistance Services
- Appendix VII: Invoicing
- Appendix VIII: INW
- Appendix IX: Intentionally Omitted
- Appendix X: Intentionally Omitted
- Appendix XI: Network
- Appendix XII: Number Portability
- Appendix XIII: Numbering
- Appendix XIV: Operations Support Systems
- Appendix XV: Operator Services

Appendix XVI: Performance Measurements
 Appendix XVII: Pricing (including Price List)
 Appendix XVIII: Reciprocal Compensation
 Appendix XIX: Recording
 Appendix XX: Resale
 Appendix XXI: ROW
 Appendix XXII: Intentionally Omitted
 Appendix XXIII: UNE
 Appendix XXIV: xDSL
 Attachment Yellow Zone Process (YZP)
 Attachment RABT YZP
 Attachment RABT MMP
 Appendix XXV: Intentionally Omitted
 Appendix XXVI: 911
 Appendix XXVII: Intentionally Omitted
 Appendix XXVIII: Intentionally Omitted
 Appendix XXIX: White Pages
 Appendix XXX: Line Splitting
 Appendix XXXI: AIN
 Appendix XXXII: Coordinated Hot Cut
 Appendix XXXIII: Out of Exchange Traffic
 Appendix XXXIV: Transit

- 1.2 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.
- 1.3 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 Special Access or Switched Access charge arrangement.
- 1.4 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.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

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

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 will 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.
- 2.3 Referenced Documents
- 2.3.1 Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.
- 2.3.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to MCI only where AT&T ILLINOIS operates within that jurisdiction. Except as may be specifically set forth elsewhere in the Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Conflict in Provisions
- 2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.
- 2.6.2 Intentionally Omitted.
- 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 by the Commission or held to be illegal or 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 and 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.

- 2.9 AT&T ILLINOIS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.
- 2.10 Intentionally Omitted.
- 2.11 Intentionally Omitted.
- 2.12 Scope of Obligations
- 2.12.1 AT&T ILLINOIS' obligations under this Agreement to provide unbundled Network Elements and Resale shall apply only to the portions of Illinois in which AT&T ILLINOIS is deemed to be the ILEC under the Act.
- 2.12.2 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T ILLINOIS' obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-ILLINOIS is then deemed to be the ILEC under the Act (the "ILEC Territory").
- 2.12.3 The Agreement sets forth the terms and conditions pursuant to which AT&T ILLINOIS agrees to provide MCI'm with access to unbundled Network Elements (UNEs), Collocation, Resale and Interconnection under Applicable Law in AT&T ILLINOIS' incumbent local exchange areas for the provision of MCI'm's Telecommunications Services.

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").
- 3.2 AT&T ILLINOIS shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, AT&T ILLINOIS shall not discontinue or refuse to provide any service provided or required under this Agreement without MCI'm's prior written agreement. This is not intended to impair AT&T ILLINOIS' ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by AT&T ILLINOIS during the term of this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.

- 4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.
- 4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275. Each Party is 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.
- 4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5. INSURANCE

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 5.3 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.
- 5.4 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.
- 5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII 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.
- 5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.
- 5.8 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:

- 5.8.1 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
- 5.8.2 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
- 5.8.3 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.
- 5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6. OPERATING COMPANY NUMBER (OCN)

- 6.1 For the purposes of establishing service and providing efficient and consolidated billing, MCIm is required to provide AT&T ILLINOIS its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. MCIm is responsible for costs of implementing any changes to an OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process set forth in Appendix BFR. Nothing in this Section shall be construed to constitute a waiver of either Party's rights under Case No. 02-13533 (United States Bankruptcy Court Southern District of New York).
- 6.2 Intentionally Omitted.
- 6.3 When an end user customer changes its service provider from AT&T ILLINOIS to MCIm or from MCIm to AT&T ILLINOIS and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.
 - 6.3.1 Intentionally Omitted.
 - 6.3.2 Intentionally Omitted.
 - 6.3.3 Intentionally Omitted.
 - 6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by Illinois law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

7. TERM AND TERMINATION

- 7.1 In AT&T ILLINOIS, 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.
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations
- 7.3 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 materially breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the Party that failed to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.
- 7.4 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.
- 7.5 If MCI requests renegotiations pursuant to Section 7.2, MCI shall provide a written request to commence negotiations with AT&T ILLINOIS under Sections 251/252 of the Act. If AT&T ILLINOIS requests renegotiations pursuant to Section 7.2, MCI shall have ten (10) calendar after its receipt of such notice to provide AT&T ILLINOIS with written confirmation of MCI's intent to pursue a successor agreement and shall provide a written request to commence negotiations with AT&T ILLINOIS under Sections 251/252 of the Act. Upon receipt of MCI's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement
- 7.6 If neither Party requests renegotiations pursuant to Section 7.2, this Agreement shall continue in full force and effect for one year after the expiration of the original three (3) year term set forth in Section 7.2.

- 7.7 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), MCIIm withdraws its Section 252(a)(1) request, MCIIm 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 MCIIm does not wish to pursue a successor agreement with AT&T ILLINOIS for a given state. If MCIIm requests adoption of an agreement under Section 252(i), this Agreement shall remain in full force and effect until such adoption becomes effective. If MCIIm affirmatively states that it does not wish to pursue a successor agreement, this Agreement shall continue in full force and effect until the later of: 1) the date one year after the expiration of the original three (3) year term of this Agreement, or 2) ninety (90) calendar days after the date MCIIm provides notice of withdrawal of its Section 252(a)(1) request.
- 7.8 Upon termination of this Agreement in accordance with this Section 7:
- a. each Party shall continue to comply with its Confidential Information obligations,
 - b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
 - c. each Party's indemnification obligations shall survive.
- 7.9 In the event of termination of this Agreement herein, AT&T ILLINOIS and MCIIm shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that MCIIm 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.

8. FRAUD

- 8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.
- 8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.
- 8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.
- 8.5 AT&T ILLINOIS will provide notification messages to MCIIm on suspected occurrences of ABS-related fraud on MCIIm accounts stored in the applicable LIDB. AT&T ILLINOIS will provide via fax.
- 8.6 AT&T ILLINOIS shall make available to MCIIm all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third

party including prevention, detection, or control functionality embedded within any of the Network Elements. AT&T ILLINOIS will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCI using the same criteria AT&T ILLINOIS uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. AT&T ILLINOIS shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.

- 8.7 Intentionally Omitted.
- 8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

9. DEPOSITS

- 9.1 Intentionally Omitted.
- 9.2 Upon request by the Billing Party, the Billed Party will provide the Billing party with adequate assurance of payment of amounts due (or to become due) to the Billing Party.
 - 9.2.1 at the Effective Date the Paying Party had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to the Other Party for charges incurred as a CLEC or ILEC; or
 - 9.2.2 at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health or creditworthiness of the Billed Party. Such impairment will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Pool's for the prior six months, or
 - 9.2.3 the Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Non-Paying Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by AT&T ILLINOIS to MCI under this Agreement for the month in question; or
 - 9.2.4 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of:

- 9.3.1 a cash security deposit ("Cash Deposit") held by the Billing Party or;
 - 9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming the Billing Party as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties("Letter of Credit").
- 9.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement.
- 9.5 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.6 All cash deposits will accrue interest payable when the deposit is returned to the Billing Party. However, the Billing Party will not pay interest on a Letter of Credit.
- 9.7 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.
- 9.8 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, the Billing Party holding the Deposit may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:
- 9.8.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or
 - 9.8.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 9.8.3 when this Agreement expires or terminates; or
 - 9.8.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party holding the Deposit shall credit any cash deposit to the Billing Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

- 9.9 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party holding the Deposit will not increase the deposit amount required. If the Billing Party fails to maintain timely compliance with its payment obligations, the Billing Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.
- 9.10 If during the first six (6) months of operations in Illinois, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.
- 9.10.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.
- 9.11 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.
- 9.12 Intentionally Omitted.
- 9.13 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.
- 9.14 Intentionally Omitted.
- 9.15 The fact that the Billing Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 10.1 If the Billed Party fails to pay all amounts due by the Bill Due Date, and none of the exceptions listed in Appendix Invoicing of this Agreement apply to that amount, the Billing Party may, in addition to exercising any other rights or remedies it may have under this Agreement or Applicable Law, provide written demand (in accordance with the notice requirements set forth in the General Terms and Conditions) to pay. If the Billed Party does not respond to the written demand to pay within five (5) business days of receipt, the Billing Party may provide a second notice. If the Billed Party does not satisfy the second written demand to pay within five (5) business days of receipt, and the Billed Party has 60 days or greater past due balances for a BAN to which none of the exceptions listed in this Agreement applies, the Billing Party may require provision of a deposit or increase an existing deposit pursuant to a revised deposit request, or refuse to

accept new, or complete pending, orders for services. Failure to pay all or any portion of any amount required to be paid also may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.

11. INTENTIONALLY OMITTED

12. DISPUTE ESCALATION AND RESOLUTION

12.1 Intentionally Omitted.

12.2 Alternative to Litigation

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

12.3 Commencing Dispute Resolution

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 in accordance with the Notice provisions herein. There are three (3) separate Dispute Resolution methods:

- LSC Billing Disputes / Billing Claims Process (see Appendix Invoicing)
- Informal Dispute Resolution; and
- Formal Dispute Resolution, each of which is described below.

12.3.1 Intentionally Omitted.

12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3.3 Formal Dispute Resolution Procedures

12.3.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission for Formal Dispute Resolution, including arbitration or other procedures as appropriate, not earlier than forty-five (45) calendar days after receipt of the letter initiating Dispute Resolution, unless otherwise agreed by the Parties. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section 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 pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures, including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.3.3.3 Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or 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.

13. AUDITS

- 13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Any audit under this Section shall be 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. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.
- 13.3 As mutually agreed upon by the Parties, such audit shall be conducted by one (1) or more independent auditor(s). The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein not more than two (2) times during any Contract Year with a non-auditing period not to exceed twelve months if (i) the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) 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.
- 13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable

access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. 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.

- 13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment 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 or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of 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, as the case may be. Notwithstanding the foregoing, MCIIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T ILLINOIS to MCIIm within six (6) months of the date such usage was incurred.
- 13.6 Intentionally Omitted.
- 13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES 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.

15. LIMITATION OF LIABILITY

- 15.1 Liabilities of MCIIm – MCIIm's liability to AT&T ILLINOIS during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCIIm to AT&T ILLINOIS under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

- 15.2 Liabilities of AT&T ILLINOIS – AT&T ILLINOIS' liability to MCI during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars (\$25,000,000).
- 15.3 No Consequential Damages - Neither MCI nor AT&T ILLINOIS shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit AT&T ILLINOIS' or MCI's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by AT&T ILLINOIS' or MCI's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16. INDEMNITY

- 16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- (a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
 - (b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision

Interconnection, resale services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

- (c) any loss 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 Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;
 - (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, 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; and
 - (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.
- 16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.
- 16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request 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. 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. Until such time as Indemnifying Party provides such 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. 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. 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. 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 relevant Indemnified Party against, any cost or liability in excess of such refused compromise or

settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall 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 also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim 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 the provisions in this Agreement relating to confidential information.

17. REMEDIES

- 17.1 Intentionally Omitted.
- 17.2 Intentionally Omitted.
- 17.3 In addition to any other available rights or remedies, MCI may sue in equity for specific performance. However, the Parties agree that AT&T ILLINOIS reserves its right to argue in any given case that specific performance is not an appropriate remedy.

18. INTELLECTUAL PROPERTY

- 18.1 The Parties acknowledge that this Agreement to Interconnect with AT&T ILLINOIS' network and to unbundle and/or combine AT&T ILLINOIS' Network Elements (including combining with MCI's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T ILLINOIS will use its best efforts to provide MCI with Intellectual Property Rights related to AT&T ILLINOIS' unbundled Network Elements as necessary to permit MCI to use such unbundled Network Elements in the same manner as AT&T ILLINOIS.
- 18.2 AT&T ILLINOIS agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCI the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T ILLINOIS will provide a list of all Vendor/Licensors applicable to the subject unbundled Network Element(s). AT&T ILLINOIS shall promptly notify MCI of any Vendor/Licensors from which AT&T ILLINOIS is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T ILLINOIS shall, at MCI's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to MCI.
- 18.3 Intentionally Omitted.
- 18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate

and reasonably apportioned, as ordered by the Commission, among AT&T ILLINOIS and requesting carriers using that unbundled network element.

- 18.5 AT&T ILLINOIS will indemnify MCI for any claims of infringement arising from MCI's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T ILLINOIS has obtained the necessary rights provided in Section 18.2(i).
- 18.6 Intentionally Omitted.
- 18.7 Except as set forth in Section 18.2, AT&T ILLINOIS hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCI'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 MCI's Network Elements) in AT&T ILLINOIS' network or MCI's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, 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 ILLINOIS agrees in Section 18.2 to use its best efforts to obtain.
- 18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19. NOTICES

- 19.1 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:
- 19.1.1 delivered personally;
 - 19.1.2 delivered by express overnight delivery service;
 - 19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.
- 19.2 Notices will be deemed given as of:
- 19.2.1 in the case of written notice, the date of actual receipt; or
 - 19.2.2 in the case of facsimile, the date set forth on the confirmation produced by the receiving facsimile machine when received by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when received by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MCIm CONTACT	AT&T ILLINOIS CONTACT
NAME/TITLE	Chris T. Antoniou/V.P.	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1320 N. Court House Road, 9th Floor	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Arlington, VA 22201- 2525	Dallas, TX 75202-5398
FACSIMILE NUMBER	703-351-3656	214-464-2006

Copy to: MCI
 Manager, National Carrier Contracts & Initiatives
 205 N. Michigan Avenue, 11th Floor
 Chicago, IL 60601
 Fax: (312) 470-5575

- 19.4 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.
- 19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, AT&T ILLINOIS may also communicate official information to MCIm via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 20.1 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.
- 20.2 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.

21. INTENTIONALLY OMITTED

22. CONFIDENTIALITY

- 22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the

other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: 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" if :

22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient 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, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCI or AT&T ILLINOIS pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCI or AT&T ILLINOIS customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCI to AT&T ILLINOIS or AT&T ILLINOIS to MCI or otherwise acquired by AT&T ILLINOIS or MCI in the course of the performance of this Agreement, shall be deemed Confidential Information of MCI or AT&T ILLINOIS, as the case may be, for all purposes under this Agreement.

22.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees

- i. to use it only for the purpose of performing under this Agreement,
- ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and
- iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.

22.4 Return of Confidential Information

- 22.4.1 All Confidential Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that conspicuously embody such Confidential 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 Confidential 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.
- 22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:
- 22.5.1 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
- 22.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 22.5.3 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
- 22.5.4 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 Confidential Information; or
- 22.5.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 22.5.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with the requirements of this Agreement.
- 22.6 Proposed Disclosure of Confidential Information to a Governmental Authority
- 22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential 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 Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential 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 Confidential 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 22 with respect to all or part of such requirement.

22.6.3 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 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.

22.6.4 Notwithstanding any of the foregoing, AT&T ILLINOIS shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to AT&T ILLINOIS' activities under the Act and AT&T ILLINOIS need not provide prior written notice of such disclosure to MCIIm if AT&T ILLINOIS has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.7 Customer Proprietary Network Information ("CPNI")

22.7.1 CPNI related to MCIIm's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCIIm's proprietary information and may not be used by AT&T ILLINOIS for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to AT&T ILLINOIS' employees, contractors, agents or Affiliates with a need to know, unless the MCIIm subscriber expressly directs MCIIm to disclose, or approves the disclosure of, such information to AT&T ILLINOIS pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If AT&T ILLINOIS seeks and obtains approval to use or disclose such CPNI from MCIIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, AT&T ILLINOIS may use or disclose only such information as MCIIm provides pursuant to such authorization and may not use information that AT&T ILLINOIS has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to AT&T ILLINOIS' subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be AT&T ILLINOIS' proprietary information and may not be used by MCIIm for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCIIm's employees, contractors, agents or Affiliates with a need to know, unless the AT&T ILLINOIS subscriber expressly directs AT&T ILLINOIS to disclose, or approves the disclosure of, such information to MCIIm pursuant to the requirements of Section 222(c)(1) or (2). If MCIIm seeks and obtains approval to use or disclose such CPNI from AT&T ILLINOIS' subscribers, such

approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCI may use or disclose only such information as AT&T ILLINOIS provides pursuant to such authorization and may not use information that MCI has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

- 22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.
- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
 - ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.
- 22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 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.
- 22.10 Nothing in this Section 20 or anywhere else in this Agreement shall prevent AT&T ILLINOIS from using recorded usage data for the limited purposes of designing and/or maintaining AT&T ILLINOIS' telecommunications network and/or ensuring that AT&T ILLINOIS' telecommunications network performs properly in providing its intended telecommunications functions and services. AT&T ILLINOIS shall not use recorded usage data for any other purpose except as mutually agreed upon.

23. INTERVENING LAW

- 23.1 In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Agreement or either Party's obligations under Applicable Law, then the Parties, upon the written request of either Party, shall negotiate promptly and in good faith in order to amend the Agreement in accordance with such statutes, rules, regulations or orders. In the event the Parties cannot agree on an amendment within sixty (60) days after the date of a written request to negotiate, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 12 (Dispute Escalation and Resolution). Anything to the contrary in this Agreement notwithstanding, the Parties shall continue to

comply with all obligations set forth in this Agreement during the pendency of any negotiations or dispute resolution pursuant to this Section 23.

- 23.2 The Parties agree that amendments to the rates and prices contained in this Agreement shall be subject to the requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.
- 23.3 Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.
- 23.4 As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.

24. GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission 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 of ILLINOIS shall govern, without regard to its conflicts of laws principles.

25. REGULATORY APPROVAL

- 25.1 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. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. 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.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 et. seq.). 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 change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.
- 26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user

customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.

- 26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix UNE of this Agreement.

27. COMPLIANCE AND CERTIFICATION

- 27.1 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.
- 27.2 Each Party will be responsible for obtaining all necessary state certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement
- 27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

28. LAW ENFORCEMENT

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

- 28.1 Intercept Devices:

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 customer of the other Party, it shall refer such request to the Party that serves such end user customer, 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.

- 28.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer 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 Party was the end user's service provider, in which case the Party will respond to any valid request.

- 28.3 Emergencies:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 29.1 Each Party is an independent contractor and has and hereby retains the right, subject to Section 32 of these General Terms and Conditions (Delegation to Affiliate and Subcontracting), 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.
- 29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.
- 29.3 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.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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.

31. ASSIGNMENT

- 31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.
- 31.2 Intentionally Omitted.
- 31.3 If during the term, AT&T ILLINOIS sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T ILLINOIS

shall provide MCIIm not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCIIm acknowledges that AT&T ILLINOIS 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 MCIIm must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCIIm's interests pursuant to this Agreement AT&T ILLINOIS shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCIIm and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which AT&T ILLINOIS is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that AT&T ILLINOIS owns or leases which are used in connection with AT&T ILLINOIS' provision to MCIIm of any Interconnection, resale services, unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

32. DELEGATION TO AFFILIATE AND SUBCONTRACTING

- 32.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party, which elects to perform its obligations through an Affiliate or third party, shall cause its Affiliate or any third party 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 or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or unbundled Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.
- 32.2 Any subcontractor that gains access to Customer Proprietary Network Information ("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.

33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 33.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, transport disposal, or any other management by or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 33.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T ILLINOIS shall, at MCIIm's request, indemnify,

defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or (iii) the presence at the work location of an Environmental Hazard for which AT&T ILLINOIS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS.

- 33.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, MCI shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or (iii) the presence at the work location of an Environmental Hazard for which AT&T ILLINOIS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS.
- 33.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 33.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 33.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

34. FORCE MAJEURE

Neither 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 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, if appropriate, be excused from 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.

35. TAXES

- 35.1 Each Party purchasing Interconnection, Resale Services, unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable 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, unbundled 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.
- 35.2 With respect to any purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities products or services under this Agreement if any Tax is required 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 be required to pay all such taxes 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: (i) it bills the purchasing Party for such Tax, or (ii) 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.
- 35.3 With respect to any purchase hereunder of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or 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.

- 35.4 Intentionally Omitted.
- 35.5 Intentionally Omitted.
- 35.6 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.
- 35.7 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.
- 35.8 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.
- 35.9 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, Unbundled 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.
- 35.10 With respect to any Tax or Tax controversy covered by this Section 35, either 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, or to seek refund of

Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other 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.

- 35.11 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

36. NON-WAIVER

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.

37. INTENTIONALLY OMITTED

38. INTENTIONALLY OMITTED

39. INTENTIONALLY OMITTED

40. CUSTOMER INQUIRIES

- 40.1 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.
- 40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and
- 40.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 40.3 Except as otherwise provided in this Agreement, MCIIm shall be the primary point of contact for MCIIm's end user customers with respect to the services MCIIm provides such end user customers.
- 40.4 Customer Contact. MCIIm will provide the exclusive interface to MCIIm end user customers concerning service provided by MCIIm, except as MCIIm may otherwise specify. When MCIIm requires AT&T ILLINOIS personnel or systems to interface with MCIIm end user customers, the AT&T ILLINOIS personnel shall identify themselves as representing MCIIm, or any brand as MCIIm may specify, and shall not identify themselves as representing AT&T ILLINOIS or any other entity.

41. EXPENSES

41.1 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.

42. CONFLICT OF INTEREST

42.1 The Parties represent that no employee or agent of either Party has been paid a fee, or otherwise received any compensation or consideration from the other Party, in connection with the negotiation of this Agreement or any associated documents.

43. SURVIVAL

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) 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: Indemnification, Confidential Information, Limitation of Liability, Deposits, Non-payment and Disconnection, Dispute Resolution and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

44. INTENTIONALLY OMITTED**45. AMENDMENTS AND MODIFICATIONS**

45.1 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 Commission and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless agreed to by the Parties or specifically ordered by the Commission.

45.2 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.

46. INTENTIONALLY OMITTED**47. INTENTIONALLY OMITTED****48. AUTHORITY**

48.1 AT&T ILLINOIS represents and warrants that it is an ILLINOIS Limited Partnership duly organized, validly existing and in good standing under the laws of the state of ILLINOIS. AT&T ILLINOIS represents and warrants that AT&T Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T ILLINOIS. AT&T ILLINOIS represents and warrants that it has full power and authority to perform its obligations hereunder.

48.2 MCIIm represents 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. MCIIm represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49. COUNTERPARTS

49.1 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.

50. ENTIRE AGREEMENT

50.1 The terms contained in this Agreement and all 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.

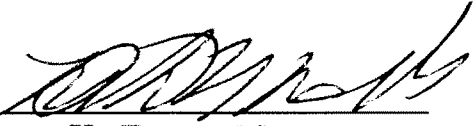
51. PURCHASING FROM TARIFFS

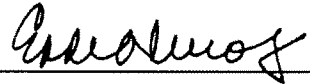
51.1 Except as may be provided in Appendix Pricing, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff AT&T may file, absent Commission order to the contrary. The Parties agree that MCIIm is not precluded from ordering products and services available under any effective AT&T tariff or any tariff that AT&T may file in the future provided that MCIIm satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case MCIIm may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If MCIIm chooses to order products or services under an AT&T ILLINOIS tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. MCIIm is not precluded from amending the agreement to incorporate by reference individual and independent rates, terms and conditions available to other carriers through Agreement or tariff, even when such products or services are already available under this Agreement, provided such incorporation by reference must include material terms and conditions that are applicable and legitimately related to the requested product or services.

52. INTENTIONALLY OMITTED

**MCImetro Access Transmission Services
LLC**

**Illinois Bell Telephone Company d/b/a AT&T
Illinois by AT&T Operations, Inc., its authorized
agent**

Signature: 

Signature: 

Name: **Peter H. Reynolds**
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: *Director*
(Print or Type)

Title: Director – Interconnection Agreements

Date: *March 17, 2010*

Date: *3-17-10*

GENERAL DEFINITIONS

GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere 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 shall include the plural. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall 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, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix.

Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

“**Act**” means the Communications Act of 1934 [47 U.S.C. 151 et seq.], as amended by the Telecommunications Act of 1996, codified throughout 47 U.S.C.

“**Access Service Request**” (ASR) is an industry standard form and supporting documentation used by the Parties to order Switched Access Service and/or to add, establish, change or disconnect Trunks for the purposes of Interconnection.

“**ACNA**” means Access Customer Name Abbreviation and is a three digit alpha code assigned to identify carriers (including both ILECs AND CLECs) for billing and other identification purposes.

“**Advanced Intelligent Network**” or “**AIN**” is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

“**Affiliate**” is as defined in the Act.

“**Alliance for Telecommunications Industry Solutions**” (ATIS) is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

“**Alternate Billing Service**” (ABS) means a service that allows end user customers 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.

“**Applicable Law**” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders and permits, 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.

“**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.

“Automatic Number Identification” or (ANI) identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the Calling Party Number (CPN).

“Automatic Route Selection” (ARS) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

“Billing” involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate end user customer Billing with attendant documentation. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“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.

“Business Day” means Monday through Friday, excluding holidays in which banks and government offices are closed.

“Calling Party Number” (CPN) means a Common Channel Signaling (CCS) parameter, as for example a Signaling System 7 (SS7) parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

“Carrier” see Telecommunications Carrier.

“Carrier Access Billing System” (CABS) is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. The CABS document is published by Telcordia Technologies in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of switched access service and other connectivity issues.

“Central Office” means a building or space within a building where transmission facilities or circuits are connected or switched.

“Centrex” means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like, features.

“Collocation” is as described by Applicable Law.

“Commercial Mobile Radio Service” (CMRS) is as defined in the Act.

“Commingling” means the connecting, attaching, or otherwise linking of an Lawful_unbundled Network Element, or Combination of Lawful unbundled Network Elements, to one or more facilities or services that MCIm has obtained at wholesale from AT&T ILLINOIS, or the combining of an Lawful Unbundled Network Element, or a combination of Lawful Unbundled Network Elements, with one or more such facilities or services. “Commingle” means the act of commingling.

“Commission” or **“ICC”** means the Illinois Commerce Commission.

“Common Channel Signaling” (CCS) means a method of exchanging call set-up and network control data over a digital 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 that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

“Common Language Location Identifier” (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

“Communications Assistance for Law Enforcement Act” (CALEA) refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

“Competitive Local Exchange Carrier” (CLEC) is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

“Conduit” means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

“Control Office” is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

“Coordinated Cutover” means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the old service provider starts the cutover and finishes the cutover, coordination of testing, and working with the new service provider to ensure that the cutover is properly performed and completed.

“Cross Connection” means an intra-Wire Center channel of the appropriate bandwidth and media, connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

“Customer Usage Data” means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

“Custom Local Area Signaling Service Features” (CLASS) means certain call-management service features available to end user customers within a Local Access and Transport Area (“LATA”), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Desired Due Date” means the desired service activation date as requested by MCI on a service order.

“Dialing Parity” is as defined in the Act.

“Digital Signal Level” is one of several transmission rates in the time-division multiplex hierarchy.

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

“Digital Signal Level 1” (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

“Digital Signal Level 3” (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

“End Office Switch” or **“End Office”** means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

“End User” or **“End User Customer”** means any individual, business, association, corporation, government agency or entity that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. Interexchange Carriers (IXCs), Competitive Access Providers (CAPs) and Wireless Carriers (also known as a Commercial Mobile Radio Service (CMRS) providers) can be End Users within the meaning of this definition so long as they do not further resell service provided to them as End Users under this Agreement. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“Enhanced Extended Link” (“EEL”) consists of a Combination of an Lawful unbundled Loop and Lawful unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Lawful_unbundled Network Elements, with or without multiplexing capabilities.

“Enhanced Service Provider” (ESP) is a provider of enhanced services as those services are defined in the Act.

“Exchange Access” is as defined in the Act.

“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.

“Exchange Service” means Telephone Exchange Service, as defined in the Act.

“Feature Group D” or **“FGD”** is access available to all customers, providing Trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for Customer use in originating and terminating communications.

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

“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.

“Incumbent Local Exchange Carrier” (ILEC) is as defined in the Act.

“Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

“Integrated Digital Loop Carrier” or **“IDLC”** 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.

“Integrated Services Digital Network” (ISDN) means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

“Interconnection” is as defined in the Act.

“Interexchange Carrier” (IXC) means a Telecommunication Carrier that provides interLATA or intraLATA Telephone Toll Services.

“InterLATA” is as defined in the Act.

“InterLATA Traffic” describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

“IntraLATA Toll Traffic” describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the tariff on file with the Commission.

“Local Access Transport Area” (LATA) is as defined in the Act.

“Local Exchange Carrier” (LEC) is as defined in the Act.

“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.

“Local 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.

“Local Service Ordering Guide” (LSOG) is a document developed by the OBF to establish industry-wide ordering and billing processes.

“Local Service Request” (LSR) means the industry standard forms and supporting documentation used for ordering local services.

“Main Distribution Frame” (MDF) means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

“MECAB” refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

“MECOD” refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

“Meet Point” is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

“Meet-Point Billing” (MPB) refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

“Network Data Mover” (NDM) is an industry standard protocol for the electronic transfer of information.

“Network Element” is as defined in the Act.

“Non-Qualifying Service” is a service that is not a Qualifying Service (defined below).

“North American Numbering Plan” (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries 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.

“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, also known as a “Service Access Codes” (SAC Codes) 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 of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

“Number Portability Administration Center” (NPAC) means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

“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.

“Originating Point Code” (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

“Parity” means the provision of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which AT&T ILLINOIS provides itself, its customers, subsidiaries, Affiliates or any third party.

“Party” means either AT&T ILLINOIS or MCIIm. “Parties” means both AT&T ILLINOIS and MCIIm.

“Plain Old Telephone Service” (POTS) means basic telephone service.

“Public Switched Network” or **“Public Switched Telecommunications Network”** (PSTN) includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

“Qualifying Service” is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of Incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

“Rate Center” means the specific geographic area 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.

“Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.

“Remote Terminal” or **“RT”** means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

“Service Management System” (SMS) means an off-line system used to access, create, modify or update information in a database.

“Signaling System 7” (SS7) means a signaling protocol used by the CCS network.

“Switch” means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange Access Services.

“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.

“Tandem Office Switch” or **“Tandem”** means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

“Technically Feasible”, including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

“Telecommunications” is as defined in the Act.

“Telecommunications Carrier” is as defined in the Act.

“Telecommunications Equipment” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

“Telephone Exchange Service” is as defined in the Act.

“Telephone Toll Service” is as defined in the Act.

“TELRIC” means Total Element Long-Run Incremental Cost.

“Third Party” means any person other than a Party.

“Toll Free Service” is service provided with any dialing sequence that invokes toll-free, 800-like, service processing (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

“**Trunk**” means a communication line connecting two switching systems.

“**Wire Center**” means the physical structure where AT&T ILLINOIS terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

BONA FIDE REQUEST (“BFR”) PROCESS

TABLE OF CONTENTS

1. GENERAL CONDITIONS 3

2. BFR APPLICATION FORM..... 3

3. RESPONSIBILITIES OF THE PARTIES 3

4. PRICES 5

1. GENERAL CONDITIONS

- 1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by MCI to AT&T ILLINOIS for methods of interconnection, access to Lawful unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to AT&T ILLINOIS.
- 1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

2. BFR APPLICATION FORM

- 2.1 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on <https://clec.att.com/clec/>. Included with the Application MCI shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T ILLINOIS shall promptly consider and analyze the submission of a Bona Fide Request from MCI for: (a) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) that is different in quality to that which AT&T ILLINOIS provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or a Lawful unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a "BFR Item".
- 3.2 MCI may cancel a Bona Fide Request at any time by written notice to AT&T ILLINOIS, but will pay AT&T ILLINOIS, as specified below, for reasonable costs incurred by AT&T in its preparation of the Preliminary Analysis or BFR Quote, up to the date of AT&T ILLINOIS' receipt of the cancellation.
- 3.3 **Analysis of the BFR**
- 3.3.1 MCI is responsible for the reasonable costs incurred by AT&T ILLINOIS to prepare the Preliminary Analysis of MCI's BFR. When submitting a BFR Application Form, MCI has two options to

compensate AT&T ILLINOIS for its costs incurred to complete the Preliminary Analysis of the BFR:

- 3.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover AT&T ILLINOIS' preliminary evaluation costs, in which case AT&T ILLINOIS may not charge MCIm in excess of the Deposit to complete the Preliminary Analysis; or
 - 3.3.1.2 Not make the Deposit in which case MCIm shall be responsible for all reasonable costs incurred by AT&T ILLINOIS to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
- 3.3.2 If MCIm submits a Deposit with its BFR, and AT&T ILLINOIS is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then AT&T ILLINOIS will return the Deposit to MCIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIm, either be refunded or credited toward additional developmental costs authorized by MCIm. If MCIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIm.
- 3.3.3 AT&T ILLINOIS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T ILLINOIS shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIm will provide an updated BFR application to include the additional information. MCIm acknowledges that the time intervals set forth in this Schedule begin once AT&T ILLINOIS has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
- 3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, AT&T ILLINOIS shall provide to MCIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:
- 3.3.4.1 indicate that AT&T ILLINOIS will provide the BFR Item; or
 - 3.3.4.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

3.4 Bona Fide Request Quote

3.4.1 If the Preliminary Analysis indicates that AT&T ILLINOIS will provide the BFR Item, MCI may, at its discretion, provide written authorization for AT&T ILLINOIS to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T ILLINOIS deems relevant to MCI's request for the BFR Item.

3.4.1.1 MCI's written authorization to develop the BFR Quote must be received by AT&T ILLINOIS within thirty (30) calendar days of MCI's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCI's obligation to pay AT&T ILLINOIS' reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCI for AT&T ILLINOIS to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCI to submit a new BFR.

3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, AT&T ILLINOIS shall provide to MCI a BFR Quote.

3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCI must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse AT&T ILLINOIS for its reasonable costs incurred in the preparation of the BFR Quote. If MCI believes AT&T ILLINOIS' BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, AT&T ILLINOIS does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCI will reimburse AT&T ILLINOIS for its reasonable costs incurred in preparing the BFR Quote.

4. PRICES

4.1 Unless MCI agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

APPENDIX COORDINATED HOT CUT (CHC)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. CHC SERVICE DESCRIPTION 3

3. CHC PRICING 3

APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T ILLINOIS and MCIIm.

- 1.1 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.2 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by MCIIm.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits MCIIm to request a designated installation and/or conversion of service during, or after, normal business hours..
- 2.2 MCIIm will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables MCIIm to schedule and coordinate particular provisioning requirements with the AT&T ILLINOIS.
- 2.3 AT&T ILLINOIS may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 Both Parties reserve the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts a Party's ability to provide its baseline service. Where time permits, the Party suspending CHC service will make every effort to notify the other Party when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When MCIIm orders CHC service, AT&T ILLINOIS shall charge and MCIIm agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
 - 3.2.1 FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.3 In the event the AT&T ILLINOIS fails to meet a CHC Service commitment for reasons within the control of AT&T ILLINOIS, AT&T will not charge MCIIm a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to MCIIm, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if MCIIm requests any change to an order with CHC Service including, but not limited to, AT&T ILLINOIS' inability to gain access to MCIIm's end user's premises, or MCIIm's /end user is not ready to proceed with the order, the CHC charge will apply and AT&T ILLINOIS is no longer obligated to ensure a CHC is on that order.

¹ AT&T ILLINOIS will not charge the additional labor rate in ILLINOIS until the effective non-recurring docket IL - 98-0396 is superceded by the Commission's order approving new non-recurring UNE rates.

APPENDIX COLLOCATION

TABLE OF CONTENTS

1. COLLOCATION TERMS 3

2. AUGMENT INTERVALS 3

1. COLLOCATION TERMS

- 1.1 Except as set forth below in this Appendix Collocation, AT&T ILLINOIS shall provide, and MCIm agrees to purchase, Collocation in accordance with the requirements of AT&T ILLINOIS' Tariff 20, Part 23, Section 4.
- 1.2 Any changes to the Tariff made by AT&T ILLINOIS and filed with the Commission shall affect the terms, conditions and prices of this Appendix Collocation at the same time Tariff changes are made effective for all CLECs operating from the tariff in Illinois, without the need of written Amendment.

2. AUGMENT INTERVALS

- 2.1 Augment intervals for DS0s are set forth in AT&T ILLINOIS' Tariff 20, Part 23, Section 4, Subsection 14c.

DIRECTORY ASSISTANCE SERVICES

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. SERVICES 3

4. CALL BRANDING 4

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION 4

6. RESPONSIBILITIES OF THE PARTIES 5

7. METHODS AND PRACTICES 5

8. PRICING 5

9. LIABILITY 5

10. TERM OF APPENDIX 6

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCI provided by AT&T ILLINOIS.
- 1.2 AT&T ILLINOIS shall provide to MCI customers the capability to dial the same telephone numbers for access to AT&T ILLINOIS' directory assistance as AT&T ILLINOIS customers use to access AT&T ILLINOIS directory assistance. Access numbers to AT&T ILLINOIS' Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2. DEFINITIONS

- 2.1 The following terms are defined as set forth below:
 - 2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
 - 2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T ILLINOIS DA Operator.
 - 2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
 - 2.1.4 Intentionally Omitted

3. SERVICES

- 3.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 3.2 Intentionally Omitted.
 - 3.2.1 Directory Assistance (DA)
 - 3.2.1.1 Listing Information: AT&T ILLINOIS shall provide to MCI the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for MCI end user customers who opt for Non-List Number status in the White Pages Directories.
 - 3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of MCI's end user customer utilizing an automated voice system or with operator assistance.
 - 3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 3.2.4 Intentionally Omitted

- 3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a MCI end user provides.

4. CALL BRANDING

- 4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being MCI, audibly and distinctly to the MCI end user at the beginning of each DA call. In all cases, AT&T ILLINOIS will brand the DA call as directed by MCI. MCI will provide written specifications of its name or announcement to be used by AT&T ILLINOIS to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.
- 4.2 Where not technically feasible or where MCI does not request branding, AT&T will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, AT&T ILLINOIS will brand DA based upon the criteria outlined.
- 4.2.1 Where AT&T ILLINOIS is only providing DA on behalf of MCI, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCI, calls will be branded at MCI's request with the same brand. There may be separate brands where separate trunk groups are utilized.
- 4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCI specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the AT&T ILLINOIS DA platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 If MCI elects to use DA Services where technically feasible and/or available, AT&T ILLINOIS will provide MCI DA Rate/Reference Information, based upon the criteria outlined below:
- 5.1.1 MCI will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.1.2 MCI will inform AT&T ILLINOIS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCI acknowledges that it is responsible to provide AT&T ILLINOIS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCI's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each

subsequent change to either MCI's DA Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an AT&T ILLINOIS Operator receives a rate request from a MCI end user customer, AT&T ILLINOIS will quote the applicable DA rates as provided by MCI.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 MCI will provide AT&T ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.
- 6.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T ILLINOIS Operator assistance switch. Should MCI seek to obtain interexchange DA Service from AT&T ILLINOIS, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 MCI will furnish to AT&T ILLINOIS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.4 MCI will provide AT&T ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.5 MCI will send the DA listing records to AT&T ILLINOIS for inclusion in AT&T ILLINOIS DA database via electronic gateway as described in Appendix WP.
- 6.6 MCI agrees that AT&T ILLINOIS may utilize MCI's end user customer's listings contained in AT&T ILLINOIS directory assistance database in providing AT&T ILLINOIS Directory Assistance or DA related services.
- 6.7 MCI further agrees that AT&T ILLINOIS can release MCI's directory assistance listings stored in AT&T ILLINOIS Directory Assistance database to competing providers.
- 6.8 AT&T ILLINOIS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7. METHODS AND PRACTICES

- 7.1 AT&T ILLINOIS will provide DA Services to MCI's end user customers in accordance with AT&T ILLINOIS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9. LIABILITY

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T ILLINOIS' DA operators.

10. TERM OF APPENDIX

- 10.1 MCIIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIIm may terminate use of AT&T ILLINOIS' DA Services any time after MCIIm has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to AT&T ILLINOIS, inclusive of the notice period.
- 10.2 If MCIIm terminates use of AT&T ILLINOIS' DA Services without complying with Section 10.1 above, MCIIm shall pay AT&T ILLINOIS, within thirty (30) days of the issuance of a final bill by AT&T ILLINOIS, all amounts due for actual services provided under this Appendix.

**DIRECTORY ASSISTANCE LISTING
INFORMATION
(DALI)**

TABLE OF CONTENTS

1. INTRODUCTION 3

2. GENERAL TERMS AND CONDITIONS 3

3. INTENTIONALLY OMITTED 3

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION 3

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS 4

6. PRICING 5

7. ASSIGNMENT 5

8. LIABILITY 5

1. INTRODUCTION

- 1.1 The prices at which AT&T ILLINOIS agrees to provide MCIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T ILLINOIS' database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T ILLINOIS' telephone exchange service subscribers located in the State of Illinois. DALI shall also include updates. AT&T ILLINOIS shall use commercially reasonable efforts to provide MCIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Illinois and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Illinois who have not objected to disclosure of such information in accordance with Applicable Law.
- 2.2 Where technically feasible, AT&T ILLINOIS will provide Dialing Parity Directory Listings in AT&T ILLINOIS (herein after collectively referred to as DAL):
- 2.2.1 AT&T ILLINOIS owns and maintains the database containing directory assistance listing information.
- 2.2.2 Inasmuch as AT&T ILLINOIS provides DA service under contract for other Telecommunications Carriers, AT&T ILLINOIS' database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
- 2.2.3 AT&T ILLINOIS agrees to provide DALI under the following terms and conditions:
- 2.2.3.1 The data will be received from AT&T ILLINOIS via Network Data Mover ("NDM") listed by NPA.
- 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, AT&T ILLINOIS shall provide DALI to MCIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
- 2.2.5 On a daily basis, AT&T ILLINOIS shall provide updates. Updates shall be current as of the provision date.
- 2.2.6 Upon request, AT&T ILLINOIS shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3. INTENTIONALLY OMITTED

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 MCIm may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.

- 4.2 If this Agreement is terminated by MCIIm with the stated intention that no successor agreement will be entered into, MCIIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by AT&T ILLINOIS, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIIm may verify the listing by matching the caller-provided address with the address in MCIIm's database. MCIIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIIm can notify the customer that the requested listing is non-published.

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 AT&T ILLINOIS shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). AT&T ILLINOIS will provide to MCIIm a telephone number that will permit MCIIm to contact AT&T ILLINOIS in the event a MCIIm customer ("Calling Party") indicates to MCIIm that he/she must reach an AT&T ILLINOIS customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T ILLINOIS DALI database, AT&T ILLINOIS will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T ILLINOIS by MCIIm or the contact telephone number of MCIIm.
- 5.1.1 AT&T ILLINOIS will only accept calls from employees of MCIIm or its affiliates on behalf of MCIIm's end user customers. AT&T ILLINOIS will not accept calls from MCIIm's end user customers.
- 5.2 MCIIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIIm use the Non-Pub ENS for non-emergency situations.
- 5.3 MCIIm's representative shall provide to AT&T ILLINOIS (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.
- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T ILLINOIS will wait approximately thirty (30) minutes and make a second call attempt. If

AT&T ILLINOIS' second call attempt is unsuccessful, AT&T ILLINOIS will promptly call MCIm and inform MCIm of its inability to reach the Non-Published Customer.

- 5.5 If the Non-Published Customer does not answer but AT&T ILLINOIS reaches such Non-Published Customer's answering machine or voice mail service, AT&T ILLINOIS will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T ILLINOIS by MCIm or the contact telephone number of MCIm. AT&T ILLINOIS will promptly call MCIm and inform MCIm that AT&T ILLINOIS left a message for the Non-Published Customer.
- 5.6 Under no circumstances will AT&T ILLINOIS release Non-Published telephone numbers to a MCIm employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7. ASSIGNMENT

- 7.1 MCIm may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all Applicable laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

8. LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

APPENDIX 911

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. BASIC 911 AND E911 GENERAL REQUIREMENTS..... 4

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS 5

5. BASIC 911 AND E911 DATABASE REQUIRMENTS..... 6

6. MCIM RESPONSIBILITIES 7

7. METHODS AND PRACTICES 8

8. CONTINGENCY 9

9. BASIS OF COMPENSATION 9

10. LIABILITY 9

11. 911 TRUNKING ARRANGEMENTS 9

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by AT&T ILLINOIS to MCIIm.

2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "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 the National Emergency Number Association or "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 and E911 systems.
- 2.6 "911 or 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 "911 Gateway" A secure information management system that provides MCIIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIIm's Data Management System and AT&T's E911 Database Management system.
- 2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 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. 911 and 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 trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "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).

- 2.11 "Master Street Address Guide" or "MSAG" contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911 calls.
- 2.12 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911 calls originating in a given area. The 911 or 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.
- 2.14 "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. BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When AT&T ILLINOIS is the 911 or E911 Service provider, AT&T ILLINOIS shall provide MCIIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DBMS to determine to which PSAP to route the call. AT&T ILLINOIS shall provide ALI interface information and access to the DBMS sufficient, when combined with other Unbundled Network Elements, to allow MCIIm to provide services to its own End Users equivalent to the ALI services provided by AT&T ILLINOIS for its End Users.
- 3.4 911 and E911 database service provided to MCIIm will be at Parity with the 911 and E911 service that AT&T ILLINOIS provides to itself and others.
- 3.5 Upon written request, AT&T ILLINOIS shall provide to MCIIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or 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.
- 3.6 AT&T ILLINOIS and MCIIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 AT&T ILLINOIS shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T ILLINOIS is the 911 or E911 Service provider. AT&T ILLINOIS shall provide 911 or E911 Service to MCIIm as described this section in a particular Rate Center in which MCIIm is authorized to provide local telephone exchange service and AT&T ILLINOIS is the 911 or E911 Service provider.
- 3.8 Intentionally Omitted.

- 3.9 Intentionally Omitted.
- 3.10 AT&T ILLINOIS will forward the ANI it receives from MCIm and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIm, AT&T ILLINOIS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIm, but no ALI record is found in the DBMS, AT&T ILLINOIS will report this "No Record Found" condition to MCIm in accordance with NENA standards.
- 3.11 Call Routing
- 3.11.1 Where AT&T ILLINOIS is the 911 or E911 Service provider, MCIm will transport 911 and/or E911 calls from each MCIm point of interconnection (POI) to the AT&T ILLINOIS 911 Tandem or SR.
- 3.11.2 AT&T ILLINOIS will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
- 3.11.3 AT&T ILLINOIS will forward MCIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

- 4.1 Where AT&T ILLINOIS is the 911 or E911 Service provider, AT&T ILLINOIS shall cooperate with MCIm to ensure that 911/E911 Service is fully available to all MCIm End User Customers whose telephone numbers have been ported from AT&T ILLINOIS. AT&T ILLINOIS shall provide the necessary access for MCIm to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 AT&T ILLINOIS shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 or E911 Service. AT&T ILLINOIS shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911/E911 Service. AT&T ILLINOIS shall notify MCIm of major network changes impacting MCIm as soon as AT&T ILLINOIS is aware of such changes.
- 4.3 AT&T ILLINOIS shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
- 4.4 AT&T ILLINOIS shall provide to MCIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where AT&T ILLINOIS manages the 911/E911 database, AT&T ILLINOIS shall provide MCIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.
- 4.6 AT&T ILLINOIS shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where AT&T ILLINOIS is the 911 or E911 Service provider, AT&T ILLINOIS shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5. BASIC 911 AND E911 DATABASE REQUIREMENTS

- 5.1 When AT&T ILLINOIS is the 911 or E911 Service provider, AT&T ILLINOIS manages the DBMS. The interface to the DBMS must meet all applicable standards.
 - 5.1.1 Where AT&T ILLINOIS is the 911 or E911 Service provider and manages the DBMS, AT&T ILLINOIS shall store MCI's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCI's End User Customers served by MCI's exchange(s)] in the electronic data processing database for the DBMS. AT&T ILLINOIS shall provide an electronic interface through which MCI or its representative(s) may provide and update such information.
 - 5.1.2 MCI shall adopt use of Company ID on all MCI End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.
 - 5.1.3 MCI or its representatives shall be responsible for providing MCI's End User 911 Records to AT&T ILLINOIS for inclusion in AT&T ILLINOIS' DBMS on a timely basis. AT&T ILLINOIS and MCI shall arrange for the automated input and periodic updating of MCI's End User 911 Records.
- 5.2 AT&T ILLINOIS shall coordinate access to the DBMS for the initial loading and updating of MCI End User Customer 911/E911 Records. Access coordination will include:
 - 5.2.1 AT&T ILLINOIS provided format requirements and a delivery address for MCI to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. AT&T ILLINOIS shall confirm receipt of this data by the next business day by providing MCI with error and statistical files;
 - 5.2.2 Coordination of error resolution involving entry and update activity;
 - 5.2.3 Provisioning of specific 911 routing information on each access line;
- 5.3 AT&T ILLINOIS shall provide an electronic interface to the ALI/DBMS database (or permit MCI to provide its own data link to the 911 Gateway that interfaces to the ALI/DMS database), through which MCI or its agent may provide a daily update of MCI Customer Information. AT&T ILLINOIS shall provide MCI with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T ILLINOIS shall provide error and statistical files from the ALI/DBMS database to MCI within one (1) business day after MCI or its agent enters information into the ALI/DBMS database.
 - 5.3.1 AT&T ILLINOIS' ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 AT&T ILLINOIS shall provide MCI query access to the ALI database, to verify the accuracy of MCI Customer information, provided that MCI has access to the 911 Gateway and subscribes to TC View (an on line tool).
- 5.5 AT&T ILLINOIS will process MCI's End User Customer 911/E911 Record updates in the DBMS. AT&T ILLINOIS will then provide MCI an error and statistical file. AT&T ILLINOIS and MCI shall arrange for the automated input and periodic updating of 911/E911 database information related to MCI's Customers.

- 5.6 AT&T ILLINOIS shall update the ALI/DMS database within two (2) business days after receiving the data from MCIIm.
- 5.7 If AT&T ILLINOIS detects an error in the MCIIm-provided data, the data shall be returned to MCIIm within two (2) business days after it was provided to AT&T ILLINOIS. MCIIm shall respond to requests from AT&T ILLINOIS to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall not be allowed.
- 5.9 MCIIm's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCIIm's end user customer records are updated in the DBMS. AT&T ILLINOIS will provide notification when MCIIm's records have been entered into the ALI DBMS.
- 5.10 ALI DBMS discrepancy reports shall be jointly researched by AT&T ILLINOIS and MCIIm. The responsible Party shall take immediate corrective action. AT&T ILLINOIS agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 AT&T ILLINOIS agrees to treat all data on MCIIm's Customers provided under this Appendix as strictly confidential and to use data on MCIIm's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the Illinois Commerce Commission (ICC) or Federal Communications Commission (FCC).
- 5.12 Where MCIIm is authorized to provide local telephone exchange service, AT&T ILLINOIS shall identify which ALI databases cover which counties, or parts thereof, and identify and communicate a point of contact for AT&T ILLINOIS.
- 5.13 AT&T ILLINOIS will provide to MCIIm a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCIIm. The MSAG will be provided in a media and format usable with personal computers, free of charge once per month. AT&T ILLINOIS shall cooperate with MCIIm to ensure the accuracy of information about MCIIm Customers in the ALI database and shall assist in resolving any errors. AT&T ILLINOIS shall notify the E911 Customer of any errors in the MSAG concerning MCIIm Customers. The MSAG will be provided by state.
- 5.14 Upon request, AT&T ILLINOIS will provide MCIIm a data pull of all MCIIm's existing end user records residing in the 911 database once per year at no charge to MCIIm.

6. MCIIm RESPONSIBILITIES

6.1 Database

- 6.1.1 MCIIm is responsible for providing AT&T ILLINOIS updates to the ALI database; in addition, MCIIm is responsible for maintaining the accuracy and content of that data as delivered.
- 6.1.2 MCIIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires AT&T ILLINOIS' participation, MCIIm will coordinate with AT&T ILLINOIS.

- 6.2 Other
 - 6.2.1 Intentionally Omitted
 - 6.2.2 Intentionally Omitted.
 - 6.2.3 MCIIm will be responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on a local service provider and/or end users by any municipality or other governmental entity

7. METHODS AND PRACTICES

- 7.1 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 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- 7.2 MCIIm will establish a minimum of two (2) dedicated trunks from MCIIm's Switch to each POI. MCIIm may, at its option, provide its own transport facilities, acquire such transport facilities from AT&T ILLINOIS through the applicable State Tariff, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
 - 7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication AM-TR-NIS-000152, Interconnection to an Ameritech 9-1-1 Selective Routing Switch via SS7 Trunks as a Substitute for CAMA Signaling, Issue 2, June 1, 2000 or any revisions thereto. AT&T ILLINOIS shall provide MCIIm a minimum of ninety (90) days notice of any changes to this document.
- 7.3 AT&T ILLINOIS shall assure sufficient capacity at the 911 tandem or SR to meet MCIIm's requests for interconnection within twenty (20) business days after receipt of the request. When AT&T ILLINOIS network force and load conditions require a longer implementation timeframe, AT&T ILLINOIS will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.
- 7.4 AT&T ILLINOIS will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to AT&T ILLINOIS' SR. AT&T ILLINOIS will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 AT&T ILLINOIS will provide the order number and circuit identification code in advance of the service due date.

- 7.6 In the event of an AT&T ILLINOIS or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). AT&T ILLINOIS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising AT&T ILLINOIS of the circuit identification when notifying AT&T ILLINOIS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T ILLINOIS will refer network trouble to MCIm if no defect is found in AT&T ILLINOIS' network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

8. CONTINGENCY

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.
- 8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T ILLINOIS and MCIm. These specifications (if any) shall be documented in the 9-1-1 Trunk Group Request Form (TGRF). MCIm shall complete its portion of the 9-1-1 TGRF and submit it to AT&T ILLINOIS. AT&T ILLINOIS shall complete its portion of the 9-1-1 TGRF and provide MCIm with approval to issue an Access Service Request (ASR) for the service configuration specified on the TGRF.

9. BASIS OF COMPENSATION

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

10. LIABILITY

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.
- 10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

11. 911 TRUNKING ARRANGEMENTS

- 11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

TABLE OF CONTENTS

1.	DEFINITIONS.....	4
2.	NETWORK INTERCONNECTION METHODS.....	5
3.	NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION.....	6
4.	METHODS OF INTERCONNECTION	6
5.	INTENTIONALLY OMITTED	8
6.	SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES	8
7.	INTERCONNECTION TRUNKING ARRANGEMENTS	8
8.	TRUNKING.....	9
9.	MEET POINT TRUNKING ARRANGEMENTS	10
10.	911 TRUNKING ARRANGEMENTS	11
11.	HIGH VOLUME CALLING TRUNK GROUPS	13
12.	OPERATOR SERVICES TRUNKING ARRANGEMENTS	14
13.	DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS.....	15
14.	SIGNALING	15
15.	INTENTIONALLY OMITTED	15
16.	FORECASTING	15
17.	TRUNK DESIGN BLOCKING CRITERIA	16
18.	TRUNK SERVICING.....	17
19.	PROVISIONING.....	17
20.	TRUNK DATA EXCHANGE.....	18
21.	MAINTENANCE TESTING AND REPAIR	19

22. INTENTIONALLY OMITTED 19

23. NETWORK MANAGEMENT 19

This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

1. DEFINITIONS

- 1.1 "Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 Intentionally Omitted.
- 1.3 "End Office" or "End Office Switch" is as defined in Appendix Definitions.
- 1.4 Intentionally Omitted.
- 1.5 "IntraLATA Toll" traffic describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the AT&T ILLINOIS tariff approved by the Commission.
- 1.6 "ISP-Bound Traffic" is as defined in Appendix Reciprocal Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.9 Intentionally Omitted.
- 1.10 "Local Interconnection Trunk Groups" are defined as trunk groups designated to exchange (between AT&T and MCIm) Section 251(b)(1) Traffic, (ii) ISP-Bound Traffic, and (iii) IntraLATA toll Traffic (delivered by AT&T or MCIm on behalf of their respective end users).
- 1.11 "Local/IntraLATA Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 A "Point of Interconnection" ("POI") is a physical point on AT&T ILLINOIS' network where AT&T ILLINOIS' and MCIm's networks meet and where traffic is delivered to each other. Each Party remains responsible for the facilities on its side of the POI.
- 1.15 Intentionally Omitted.
- 1.16 Section 251(b)(5) Traffic is as defined in Appendix Reciprocal Compensation.

- 1.17 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA toll Traffic originating from an end user obtaining local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T ILLINOIS where AT&T-ILLINOIS is both the Section 251(b)(5) Traffic and IntraLATA toll provider.
- 1.18 "Trunk" or "Trunk Group" is as defined in Appendix Definitions.

2. NETWORK INTERCONNECTION METHODS

- 2.1 Upon request by MCI, AT&T ILLINOIS shall provide interconnection for the facilities and equipment of MCI with AT&T ILLINOIS' network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which AT&T ILLINOIS is the Incumbent LEC and within AT&T ILLINOIS' network. The interconnection must be at least equal in quality to that provided by AT&T ILLINOIS to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T ILLINOIS provides Interconnection. AT&T ILLINOIS shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which AT&T ILLINOIS is the Incumbent LEC and within AT&T ILLINOIS' network by any Technically Feasible means established herein, including, but not limited to, a Fiber Meet.
- 2.3 If MCI determines to establish new or change existing Interconnection arrangements with AT&T ILLINOIS, it will provide written notice of the need to establish or change such Interconnection to AT&T ILLINOIS. Upon receipt of MCI's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.
- 2.4 If either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.
- 2.5 MCI is solely responsible for the facilities that carry OS/DA, 911, and Meet-Point trunk groups.
- 2.6 The physical architecture plan will, at a minimum, include the location of MCI's switch(es) and AT&T ILLINOIS' 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.
- 2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. AT&T ILLINOIS will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

- 3.1 Each Party is responsible, including financially, for the facilities and engineering on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between MCI and AT&T ILLINOIS.
- 3.2 Neither Party shall dismantle any established POI unless it either reaches an agreement with the other Party or receives Commission approval.

4. METHODS OF INTERCONNECTION

- 4.1 Physical Collocation
- 4.1.1 When MCI provides its own facilities or uses the facilities of a 3rd Party to an AT&T ILLINOIS Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCI may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.
- 4.2 Virtual Collocation
- 4.2.1 When MCI provides its own facilities or uses the facilities of a 3rd Party to an AT&T ILLINOIS Tandem or End Office and wishes for AT&T ILLINOIS to place transport terminating equipment at that location on MCI's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.
- 4.3 Methods of Interconnection Without Collocation
- 4.3.1 When MCI does not wish to collocate transport terminating equipment at an AT&T ILLINOIS Tandem or End Office, MCI may:
- (i) self provision, or
 - (ii) deploy third party interconnection facilities.
- 4.4 Fiber Meet Interconnection
- 4.4.1 Fiber Meet Interconnection between AT&T ILLINOIS and MCI can occur at any mutually agreeable and technically feasible point between MCI's premises and an AT&T ILLINOIS Tandem or End Office within each local exchange area. The Parties may mutually agree to other design options.
- 4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 4.4.3 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 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.

- 4.4.3.1 When a DS3 handoff is agreed to by the Parties, AT&T ILLINOIS will provide any multiplexing required for DS1 facilities or trunking at their end and MCI will provide any DS1 multiplexing required for facilities or trunking at their end.
- 4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.
 - 4.4.4.1 AT&T ILLINOIS shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each AT&T ILLINOIS Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
 - 4.4.4.2 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
 - 4.4.4.3 There are two basic Fiber Meet design options available as described below. 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.
 - 4.4.4.3.1 Design One: MCI and AT&T ILLINOIS shall 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 ILLINOIS will provide the fibers associated with the "working" side of the system. MCI will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AT&T ILLINOIS location.
 - 4.4.4.3.2 Design Two: MCI will provide fiber cable to the last entrance (or AT&T ILLINOIS designated) manhole at the AT&T ILLINOIS Tandem or End Office switch. AT&T ILLINOIS shall make all necessary preparations to receive

and to allow and enable MCI_m to deliver fiber optic facilities into that manhole. MCI_m will provide a sufficient length of Fiber cable for AT&T ILLINOIS to pull through the AT&T ILLINOIS cable vault. MCI_m shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T ILLINOIS shall take the fiber from the manhole and terminate it inside AT&T ILLINOIS' office at the cable vault at AT&T ILLINOIS' expense. In this case the POI shall be at the AT&T ILLINOIS designated manhole location.

4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its 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.

4.5 Other Interconnection Methods

4.5.1 AT&T ILLINOIS shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.

5. INTENTIONALLY OMITTED

6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.

6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7. INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

7.1.1 The Parties will establish Local Interconnection Trunk Groups.

7.1.1.1 Intentionally Omitted.

7.1.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point, Mass Calling, 911, and Operator Services and Directory Assistance.

7.1.3 MCI_m shall have administrative control over the ASR in the establishment of Interconnection trunk groups in addition to the initial combinations described above.

7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

7.2 Technical Interfaces

7.2.1 When interconnecting at AT&T ILLINOIS' switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties.

8. TRUNKING

8.1 AT&T ILLINOIS deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Traffic only, and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AT&T ILLINOIS deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.

8.2 For interconnection trunks established after the Effective Date of this Agreement, two-way trunking shall be established for all Local Interconnection Trunk Groups. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

8.3 End Office Trunk Groups

8.3.1 Direct End Office trunks terminate traffic from a MCI switch to an AT&T ILLINOIS End Office and are not switched at a Tandem location. MCI shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any local tandem. All traffic received by

AT&T ILLINOIS on the Direct End Office trunk group from MCIIm must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

- 8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.
- 8.5 The Parties recognize that embedded one-way trunks exist for Section 251 (b)(5)/IntraLATA Traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.
- 8.6 Traffic Direction
- 8.6.1 The Parties shall not apportion the cost for two-way trunks based upon each Party's relative use (i.e. traffic direction) of such trunks.
- 8.7 Tandem Trunk Groups – Single Tandem LATAs
- 8.7.1 MCIIm shall establish direct trunking to an AT&T ILLINOIS tandem if busy hour traffic reaches the DS-1 for three consecutive months.
- 8.8 Tandem Trunk Groups – Multiple Tandem LATAs
- 8.8.1 MCIIm shall establish direct trunking to an AT&T ILLINOIS tandem if busy hour traffic reaches the DS-1 for three consecutive months.

9. MEET POINT TRUNKING ARRANGEMENTS

- 9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCIIm's Central Office and AT&T ILLINOIS' Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5)/IntraLATA Traffic Except for any embedded based of one-way trunks existing as of the Effective Date, InterLATA trunk groups will be set up as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 9.2 Meet Point Interconnection Trunk Groups will be established between MCIIm's Switch and AT&T ILLINOIS Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each AT&T ILLINOIS Access Tandem under which MCIIm's NXXs home.
- 9.3 Intentionally Omitted.
- 9.4 Intentionally Omitted.
- 9.5 Intentionally Omitted.
- 9.6 Intentionally Omitted.

- 9.7 AT&T ILLINOIS will not block switched access customer traffic delivered to the AT&T ILLINOIS Tandem for completion on MCI's network. In no event will AT&T ILLINOIS be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T ILLINOIS shall have no responsibility to ensure that any switched access customer will accept traffic that MCI directs to the switched access customer.
- 9.8 Toll Free Trunking Arrangements
- 9.8.1 If MCI chooses AT&T ILLINOIS to handle 800/(8YY) database queries from its switches, all MCI originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCI 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T ILLINOIS Tandem switch.
- 9.8.2 MCI may handle its own 800/8YY database queries from its switch. If so, MCI will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCI will route the post-query local or IntraLATA converted ten-digit local number to AT&T ILLINOIS over the Local Interconnection Trunk Groups. In such case, MCI is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCI will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to AT&T ILLINOIS' Access Tandem. Calls will be routed to AT&T ILLINOIS over the Local Interconnection Trunk Groups and InterLATA trunk groups within the LATA in which the calls originate.
- 9.8.3 Intentionally Omitted
- 9.8.4 All originating Toll Free Service (800/8YY) calls for which MCI requests that AT&T-ILLINOIS perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCI performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCI using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10. 911 TRUNKING ARRANGEMENTS

- 10.1 Upon request, AT&T ILLINOIS will provide nondiscriminatory access to its 911/E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to MCI. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCI's systems to AT&T ILLINOIS' 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which AT&T ILLINOIS provides to itself, its Customers, subsidiaries, Affiliates or any third-party.

- 10.2 Subject to section 10.2.1 below (Trunking Exception), MCI, with AT&T ILLINOIS' cooperation shall establish dedicated trunks from MCI's Central Office to each AT&T ILLINOIS 911/E911 Selective Router (i.e., 911 Tandem Office) for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). MCI may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.
- 10.2.1 **TRUNKING EXCEPTION** The Parties agree that MCI shall not be required to establish 911 trunking or interconnection to AT&T ILLINOIS' 911 Selective Routers in rate centers where MCI does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCI shall identify such Non-Dial Tone Rate Centers when completing the "MCI to AT&T Network Information Sheet" ("NIS") and AT&T ILLINOIS specifically agrees that no other notification shall be required of MCI. AT&T ILLINOIS shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by MCI on a NIS. MCI agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCI acknowledges that, if MCI wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When MCI designates a rate center as a Non-Dial Tone Rate Center, MCI agrees to indemnify AT&T ILLINOIS, in accordance with the requirements of the General terms, for any 911 claims made by MCI's customers in that Non-Dial Tone Rate Center arising from MCI's decision not to interconnect with AT&T ILLINOIS' 911 Selective Routers in that Non-Dial Tone Rate Center.
- 10.3 AT&T ILLINOIS shall assure sufficient capacity at the 911 selective router to meet MCI's requests for Interconnection within twenty (20) business days after receipt of the request. When AT&T ILLINOIS network force and load conditions require a longer implementation timeframe, AT&T ILLINOIS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. AT&T ILLINOIS is not responsible to provide diversity for MCI to the 911 selective router.
- 10.4 AT&T ILLINOIS shall provide the following information to MCI, and shall promptly notify MCI of any changes:
- 10.4.1 AT&T ILLINOIS processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.
- 10.4.2 Trunk group specifications.
- 10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
- 10.4.4 Intentionally Omitted.
- 10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 10.4.6 Intentionally Omitted.
- 10.5 Intentionally Omitted.

- 10.6 Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 10.7 Interconnection for Primary and Diverse Routes. MCI's Point of Interconnection (POI) for E911/911 Service shall be at the AT&T ILLINOIS 911 Selective Router. These facilities are the financial responsibility of MCI. MCI shall pay tariff charges for diverse routes. MCI will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by AT&T ILLINOIS within twenty (20) business days after receipt of the order. If AT&T ILLINOIS requires additional information, MCI agrees to cooperate to provide such information in order to complete the order. When AT&T ILLINOIS network force and load conditions require a longer implementation timeframe, AT&T ILLINOIS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCI and AT&T ILLINOIS will cooperate to promptly test all E911/911 trunks and transport facilities between MCI's network and the AT&T ILLINOIS Selective Router to assure proper functioning of the 911 service. MCI will not turn-up live 911 traffic until successful call through testing is completed by both Parties.
- 10.8 Except as set forth in Section 10.2 of this Appendix Network, MCI will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that MCI serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCI shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCI is responsible for requesting and payment of facilities routed diversely for 911 interconnection.
- 10.9 MCI will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T ILLINOIS 911 selective router Office(s).
- 10.10 MCI shall provide sufficient facilities/trunks to route MCI originating 911 calls to the 911 selective router. MCI is responsible to request and pay for facilities routed diversely for 911 interconnection.
- 10.11 Intentionally Omitted.
- 10.12 MCI shall monitor the 911 trunks for the purpose of determining originating network traffic volumes. MCI will notify AT&T ILLINOIS if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, MCI shall request and pay for facilities carrying additional trunks from AT&T ILLINOIS at the applicable access tariff rates.
- 10.13 Where 911 interconnection is established, MCI acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCI shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

11. HIGH VOLUME CALLING TRUNK GROUPS

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

11.2 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. MCIIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

11.4 If MCIIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIIm shall notify AT&T ILLINOIS of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T ILLINOIS HVCI/Mass Calling Serving Office to the MCIIm customer's serving office and AT&T ILLINOIS shall establish this trunk group.

11.5 If MCIIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIIm may request a meeting to coordinate with AT&T ILLINOIS the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIIm establishes a new choke NXX, MCIIm must notify AT&T ILLINOIS a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T ILLINOIS 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 ILLINOIS Public Response HVCI/Mass Calling Network Access Tandem to MCIIm's choke serving office.

11.6 Intentionally Omitted

12. OPERATOR SERVICES TRUNKING ARRANGEMENTS

12.1 If AT&T ILLINOIS agrees through a separate appendix or contract to provide Operator Services for MCIIm the following trunk groups are required:

12.1.1 Where MCIIm purchases Operator Services from AT&T ILLINOIS, the Parties will establish separate trunk groups from MCIIm's Switch to AT&T ILLINOIS operator switch ("Operator Services Trunk Groups").

12.1.2 When AT&T ILLINOIS' operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIIm's end user customer, AT&T ILLINOIS will utilize a separate one-way trunk group using MF signaling, from AT&T ILLINOIS' Operator Services Tandem to MCIIm's Switch.

12.2 If MCIIm does not purchase unbundled Operator Services from AT&T ILLINOIS, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:

12.2.1 The parties shall mutually agree on the physical interconnection necessary to route these call, subject to the Dispute Resolution section of the General Terms and Conditions of the Agreement.

12.2.2 Intentionally Omitted.

13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

13.1 MCIIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T ILLINOIS Operator Services Tandem in the LATA for the NPA MCIIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCIIm will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

14. SIGNALING

14.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

15. INTENTIONALLY OMITTED

16. FORECASTING

16.1 MCIIm agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. AT&T ILLINOIS shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T ILLINOIS General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.

16.2 AT&T ILLINOIS shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48

additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities 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.

- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:
- 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCI and AT&T ILLINOIS will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17. TRUNK DESIGN BLOCKING CRITERIA

- 17.1 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 ¹
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%

¹ During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

18. TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCI.
- 18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCI will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send an ASR or 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. MCI's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T ILLINOIS Switched Access service.
- 18.6 **BLOCKING** - In a blocking final situation, a TGSR will be issued by AT&T ILLINOIS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCI upon receipt of a TGSR, in a blocking situation, will issue an ASR to AT&T ILLINOIS within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCI will note "Service Affecting" on the ASR.
- 18.7 **UNDER UTILIZATION** - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that 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 an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. AT&T ILLINOIS may send a TGSR to MCI to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCI will, within the ten (10) business days of such receipt, either (i) issue an ASR to AT&T ILLINOIS or (ii) request that the Parties schedule a joint planning discussion for the TGSR.
- 18.8 If MCI does not respond to the TGSR within the ten (10) business day period described above, AT&T ILLINOIS will contact MCI to schedule a joint planning discussion. If MCI will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T-ILLINOIS reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19. PROVISIONING

- 19.1 AT&T ILLINOIS shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.

- 19.1.1 In cases where AT&T ILLINOIS has issued a FOC and, facilities are found not to be available, MCIm shall utilize AT&T ILLINOIS' escalation process. For facility/switching equipment shortages, AT&T ILLINOIS shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, AT&T ILLINOIS shall re-FOC with updated status by close of business.
- 19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among AT&T ILLINOIS and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.
- 19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.
- 19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.
- 19.6 Intentionally Omitted
- 19.7 MCIm and AT&T ILLINOIS shall:
- 19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20. TRUNK DATA EXCHANGE

- 20.1 MCIm has requested and AT&T ILLINOIS shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.
- 20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each

end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).

- 20.3 DIXC traffic data will include, but not be limited to, the following:
- 20.3.1 Usage (total usage measured in centum call seconds)
 - 20.3.2 Peg Count (Peg count of originating call attempts including overflow)
 - 20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
 - 20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
 - 20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 20.4 DIXC traffic data shall be collected as follows:
- 20.4.1 Hourly on the clock hour
 - 20.4.2 Twenty-four (24) hours per day (0000-2400)
 - 20.4.3 Seven (7) days per week (including holidays)
 - 20.4.4 Fifty-two (52) weeks per year

21. MAINTENANCE TESTING AND REPAIR

- 21.1 MCIm and AT&T ILLINOIS shall work cooperatively to install and maintain a reliable network. MCIm and AT&T ILLINOIS 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. In addition, the Parties agree to:
- 21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.
 - 21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
 - 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
 - 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
 - 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22. INTENTIONALLY OMITTED

23. NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 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. MCIm and AT&T

ILLINOIS shall immediately notify each other of any protective control action planned or executed.

- 23.2 Expansive Controls. 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.
- 23.3 Mass Calling. MCI and AT&T ILLINOIS 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.

INWARD ASSISTANCE OPERATOR SERVICE (INW)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 3

3. DEFINITIONS 3

4. RESPONSIBILITIES OF THE PARTIES 3

5. TOLL CENTER CODES 4

6. PRICING 4

7. MONTHLY BILLING 4

8. LIABILITY 4

9. TERM OF APPENDIX 4

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by AT&T ILLINOIS to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 The prices at which AT&T ILLINOIS agrees to provide MCIIm Inward Assistance Operator Services are contained in Appendix Pricing

2. SERVICES

- 2.1 Where technically feasible and available, AT&T ILLINOIS' Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.
- 2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIIm is not purchasing AT&T ILLINOIS' Operator Services.

3. DEFINITIONS

- 3.1 "General Assistance" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If MCIIm decides to order this optional service, it is the responsibility of MCIIm to order the necessary facilities to interconnect with AT&T ILLINOIS' Operator assistance switches in the various locations throughout the AT&T ILLINOIS territory.
- 4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.
- 4.3 MCIIm will furnish request for service in writing to AT&T ILLINOIS, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T ILLINOIS.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business

operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

- 4.4 AT&T ILLINOIS - When utilizing the services of MCI Inward Assistance, AT&T ILLINOIS and MCI agree that AT&T ILLINOIS will pay MCI at the same rate MCI compensates AT&T ILLINOIS pursuant to the terms of this Appendix.
- 4.5 Intentionally Omitted.
- 4.6 AT&T ILLINOIS shall offer operator-to-operator BLV/BLVI to MCI on a nondiscriminatory basis.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by MCI Operators for routing and connecting to the AT&T ILLINOIS Operator assistance switches. These codes are listed in the LERG and are specific to the various AT&T ILLINOIS LATA's where AT&T ILLINOIS Operator assistance switches are located.
- 5.2 AT&T ILLINOIS Operator Services will require a Toll Center Code for MCI Operator Services assistance switches that are listed in the LERG. This code will be the routing code used for connecting the AT&T ILLINOIS Operator to the MCI Operator on an Inward basis.
- 5.3 If MCI requires establishment of a new Toll Center Code, MCI shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 AT&T ILLINOIS - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

7. MONTHLY BILLING

- 7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.
- 7.2 AT&T ILLINOIS will accumulate and provide MCI such data as necessary for MCI to bill its end user customers.

8. LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

9. TERM OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.
- 9.2 If MCI terminates this Appendix prior to the expiration of the term of this Appendix, MCI shall pay AT&T ILLINOIS, within thirty (30) days of the issuance of any bills by AT&T ILLINOIS, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.

- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

**ACCESS TO ADVANCE INTELLIGENCE
NETWORK (AIN) LAWFUL UNE**

1. INTRODUCTION

MCIIm agrees that it does not wish to obtain AT&T ILLINOIS' Access to Advanced Intelligence Network ("AIN") Lawful unbundled Network Element to design and create its own AIN Service Software, and should MCIIm wish to have such capability during the life of this Agreement, it will negotiate an appropriate amendment.

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. GENERAL 3

2. LOCAL NUMBER PORTABILITY DESCRIPTION..... 3

3. REGULATIONS..... 3

4. LIMITATIONS 5

5. INTENTIONALLY OMITTED..... 5

6. MASS CALLING..... 5

AT&T ILLINOIS**1. GENERAL**

- 1.1 Permanent Number Portability (PNP) is an arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) NANC (North American Numbering Council), and NENA (National Emergency Number Association).

2. LOCAL NUMBER PORTABILITY DESCRIPTION

- 2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 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. REGULATIONS

- 3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency Numbering Association (NENA) and industry agreements for migration of E911 record data.
 - 3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.
 - 3.1.2 The porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
 - 3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
 - 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
 - 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
 - 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
 - 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
 - 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
 - 3.1.10 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 Inter-Industry LNP National Operations Team for porting.
 - 3.1.11 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.
 - 3.1.12 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.
 - 3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).
- 3.2 SPNP Query Service
- 3.2.1 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.
 - 3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, AT&T ILLINOIS will perform default 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. In such event, AT&T ILLINOIS will charge and MCIm agrees to pay the default queries charges set forth in Section 6 of the FCC

No. 2 Access Services Tariff. AT&T ILLINOIS provides MCIIm the optional use of the AT&T ILLINOIS' LNP database via the SPNP Query Service.

- 3.2.3 AT&T ILLINOIS provides MCIIm the optional use of the AT&T ILLINOIS LNP Database. When MCIIm orders SPNP Query Service-Database, AT&T ILLINOIS shall charge and MCIIm agrees to pay the SPNP Query Service-Database service charges set forth in Appendix Pricing. The MCIIm's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T ILLINOIS' LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.2.4 When purchasing the SPNP Query Service - Database, MCIIm will access AT&T ILLINOIS' facilities via an SS7 link to the AT&T ILLINOIS STP.
- 3.2.5 When purchasing the SLNP Query Service - Database, MCIIm will advise AT&T ILLINOIS of the entry point(s) of queries to the AT&T ILLINOIS network and provide a query forecast for each entry point.

4. LIMITATIONS

- 4.1. For PNP, MCIIm shall submit a separate DSR for the listing of MCIIm's end user customer in White Pages and Directory Assistance.

5. INTENTIONALLY OMITTED

6. MASS CALLING

6.1 General Terms and Conditions

- 6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T ILLINOIS 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 customer objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T ILLINOIS will provide mass calling code portability using a non-LRN solution.

6.2 Service Provided

- 6.2.1 AT&T ILLINOIS 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 ILLINOIS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T ILLINOIS mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T ILLINOIS' 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.

- 6.2.2 When MCIIm requests that an AT&T ILLINOIS number with a mass calling NXX code be ported to its network, AT&T ILLINOIS will build translations at the CSO to route the incoming calls to a MCIIm provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to MCIIm's central office.

APPENDIX NUMBERING

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. GENERAL TERMS AND CONDITIONS..... 3

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T ILLINOIS will coordinate with MCIIm with respect to NXX assignments.

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 MCIIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIIm shall obtain a separate NXX code for each AT&T ILLINOIS Rate Center or Rate District (which ever is smaller) 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). Where pooling is done, MCIIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIIm.
- 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 limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, 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 Business Integrated Rating and Routing 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 user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable

charges per Appendix Pricing. The Parties agree to follow established industry practice for code transfer and LERG reassignment.

APPENDIX OPERATIONS SUPPORT SYSTEM

TABLE OF CONTENTS

1. INTRODUCTION 3

2. GENERAL CONDITIONS..... 3

3. PRE-ORDER 5

4. ORDERING/PROVISIONING 7

5. MAINTENANCE/REPAIR..... 9

6. BILLING..... 9

7. REMOTE ACCESS FACILITY 10

8. DATA CONNECTION SECURITY REQUIREMENTS 10

**9. OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND
REPAIR/MAINTENANCE INTERFACES..... 15**

10. TRAINING 15

11. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS 16

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY *INTENTIONALLY OMITTED* 17

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T ILLINOIS provides access to AT&T ILLINOIS' Operations Support System (OSS) "functions" to MCIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by AT&T ILLINOIS.
- 1.2 With respect to all matters covered by this Appendix, the Parties will comply with the SBC Plan of Record (POR) final version for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on 9/22/00 and the AT&T-13STATE Change Management Process "CMP" Document, subject to applicable state law or Commission orders. If specific performance under this Appendix is not detailed in the Uniform POR or CMP, it will then be governed by the terms and conditions of this Appendix.
- 1.3 Definitions
 - 1.3.1 "LSC" means the Local Service Center for AT&T ILLINOIS.
 - 1.3.2 "LOC" means the Local Operations Center for AT&T ILLINOIS.

2. GENERAL CONDITIONS

- 2.1 Performance Standards. AT&T ILLINOIS shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements. Further, AT&T ILLINOIS will compensate MCIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards AT&T ILLINOIS fails to meet.
- 2.2 MCIm agrees to utilize AT&T ILLINOIS electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, UNEs, local number portability, or local Interconnection trunking through AT&T ILLINOIS. In addition, MCIm agrees that for AT&T ILLINOIS such use will comply with AT&T ILLINOIS' Security Policies and Guidelines incorporated in Section 8. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIm agrees to indemnify and hold AT&T ILLINOIS harmless against any claim made by an end user customer of MCIm or other third party against AT&T ILLINOIS caused by or related to MCIm's use of any AT&T ILLINOIS OSS in accordance with the indemnity provisions set forth in Section 16 of the general terms and conditions. AT&T ILLINOIS shall be permitted to audit all activities by MCIm using any AT&T ILLINOIS OSS not more than once annually, upon written notice to MCIm. Such written notice shall specify the type of information AT&T ILLINOIS is seeking and shall also specify the reason AT&T ILLINOIS is seeking the audit, including any alleged "misuse" of the OSS by MCIm. MCIm shall provide the requested information within fourteen (14) days of receiving notice from AT&T ILLINOIS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.
- 2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.
- 2.4 To the extent Resale, Unbundled Network Elements (UNE), local number portability and interconnection trunking, pre-ordering, ordering, provisioning and maintenance/repair,

and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should AT&T ILLINOIS develop electronic interfaces for these functions for itself, its affiliates and/or other CLECs, AT&T ILLINOIS will offer electronic access to these functions to MCIIm at parity. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation or upon AT&T ILLINOIS' request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCIIm is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCIIm will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, AT&T ILLINOIS shall accept manual orders.

- 2.5 Within AT&T ILLINOIS, and other AT&T regions, MCIIm's access to pre-order functions described in Section 3 will only be utilized to view Customer Proprietary Network Information (CPNI) of MCIIm's end user customer accounts and any other end user customer accounts where MCIIm has obtained an authorization for release of CPNI from the end user customer. The authorization for release of CPNI shall comply with state and federal rules or guidelines concerning access to such information. MCIIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.
- 2.6 MCIIm will obtain authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable CPNI, includes customer name, billing and service address, billing telephone number(s), any and all exemption status or current status of eligibility for reduced charges, and identification of features and services subscribed to by customer.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 By utilizing any electronic interfaces, MCIIm agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable tariffs dependent on region of operation, or AT&T ILLINOIS' UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.
- 2.10 MCIIm agrees to use reasonable business efforts to submit orders that are correct and complete. AT&T ILLINOIS will use reasonable business efforts to process MCIIm's orders before rejecting MCIIm orders for accuracy and completeness. The Parties agree to conduct internal and independent reviews for accuracy. MCIIm is also responsible for all actions of its employees using any of AT&T ILLINOIS' OSS systems. As such, MCIIm agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T ILLINOIS caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T ILLINOIS to MCIIm.
- 2.11 Work Center for OSS Single Point of Contact. AT&T ILLINOIS has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as MCIIm's single point of contact (SPOC) for all of AT&T ILLINOIS electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and maintenance/repair

and billing of Network Elements and Local Resale services. MCIIm will also provide a single point of contact for technical support issues related to the electronic interfaces.

- 2.12 Within a commercially reasonable time, if such does not already exist between the Parties, AT&T ILLINOIS and MCIIm will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning and maintenance/repair, and billing for Resale services, UNEs, local number portability, or interconnection trunking.
- 2.13 The Parties will follow the final adopted guidelines of AT&T Competitive Local Exchange (CLEC) 13-State Interface Change Management Process as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T ILLINOIS shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the Uniform POR once approved by FCC.
- 2.14 AT&T ILLINOIS and MCIIm agree to participate in and abide by resolutions of the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T ILLINOIS may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.
- 2.15 MCIIm and AT&T ILLINOIS are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T ILLINOIS has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).
- 2.16 MCIIm is responsible for obtaining operating system software and hardware to access AT&T ILLINOIS OSS functions as specified in the document "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T for any of its regions.

3. PRE-ORDER

- 3.1 AT&T ILLINOIS will provide access to pre-order functions at parity with what it provides to itself, its affiliate(s) and/or any other CLEC, to support MCIIm ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCIIm to the extent and on the same basis as AT&T ILLINOIS provides to itself or its affiliates and/or any other CLEC. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to MCIIm so that MCIIm order requests may be created to comply with AT&T's region-specific ordering requirements.
- 3.2 Pre-ordering information either manually or electronically for Resale and UNEs includes:
 - 3.2.1 Feature/Service Availability

- 3.2.1.1 Feature Inquiry provides AT&T ILLINOIS with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 3.2.1.2 PIC/LPIC Inquiry provides AT&T ILLINOIS Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 3.2.2 Customer Service Information - CSI Inquiry
 - 3.2.2.1 Access to AT&T ILLINOIS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. MCIIm agrees that MCIIm's representatives may view CPNI prior to obtaining End User authorization to become the End User's Local Service Provider provided that MCIIm has obtained the End User's authorization to view the information.
- 3.2.3 Telephone Number Inquiry
 - 3.2.3.1 AT&T ILLINOIS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, AT&T ILLINOIS also provides a Telephone Number Confirmation Inquiry function.
- 3.2.4 Scheduling Inquiry/Availability
 - 3.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
 - 3.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 3.2.5 Address Validation Inquiry
 - 3.2.5.1 AT&T ILLINOIS provides address validation function.
- 3.3 The following are Pre-Order functions specific to UNEs
 - 3.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
 - 3.3.1.1 AT&T ILLINOIS provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
 - 3.3.2 Common Language Location Indicator (CLLI) Inquiry
 - 3.3.2.1 AT&T ILLINOIS provides CLLI code inquiry function.
 - 3.3.3 Connecting Facility Assignment (CFA) Inquiry
 - 3.3.3.1 AT&T ILLINOIS provides a CFA inquiry function.
 - 3.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

3.3.4.1 AT&T ILLINOIS provides a NC/NCI inquiry function.

3.4 Electronic Access to Pre-Order Functions

3.4.1 Resale and UNE Pre-order Interface Availability

3.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T ILLINOIS to provide the pre-ordering functions listed in section 3.2. Enhanced Verigate is accessible via a web-based Toolbar.

3.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T ILLINOIS. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

3.5 Other Pre-order Function Availability

3.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

3.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T ILLINOIS will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

3.5.2.1 Data Validation Files:

3.5.2.1.1 SAG (Street Address Guide)

3.5.2.1.2 Feature/Service Availability by Switch

3.5.2.1.3 Directory Names

3.5.2.1.4 Class of Service Codes

3.5.2.1.5 USOC (Universal Service Order Codes)

3.5.2.1.6 Community Names

3.5.2.1.7 Yellow Page Headings

3.5.2.1.8 PIC/LPIC (InterLATA/IntraLATA).

4. ORDERING/PROVISIONING

- 4.1 AT&T ILLINOIS shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform POR.
- 4.2 AT&T ILLINOIS will provide electronic access to ordering functions to support MCIIm provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCIIm at parity with what AT&T ILLINOIS provides to itself or its affiliate(s) and/or any other CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCIIm will format the service request to identify what features, services, or elements it wishes AT&T ILLINOIS to provision in accordance with AT&T ILLINOIS ordering requirements.
- 4.3 Resale and UNE Service Order Request Ordering System:
 - 4.3.1 AT&T ILLINOIS makes available to MCIIm an Electronic Data Interchange (EDI) interface for transmission of MCIIm Local Service Requests (LSR) formats as defined in the AT&T 13-STATE Local Service Order Requirements (LSOR). In ordering and provisioning of Resale Services or UNEs, MCIIm and AT&T ILLINOIS will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T ILLINOIS Resale ordering requirements in accordance with Uniform POR. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
 - 4.3.2 For AT&T ILLINOIS, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
 - 4.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, MCIIm and AT&T ILLINOIS will utilize industry ASR guidelines developed by OBF based upon AT&T ILLINOIS ordering requirements.
- 4.4 Provisioning for Resale Services and UNEs in AT&T ILLINOIS: AT&T ILLINOIS will provision Resale services and UNEs as detailed in MCIIm order requests. Electronic access to status on such orders will be provided via the following electronic interfaces:
 - 4.4.1 For EDI ordering, AT&T ILLINOIS provides MCIIm, and MCIIm uses, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects) as described in the Uniform POR.
 - 4.4.2 For AT&T ILLINOIS, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.
- 4.5 "As is migrations" (meaning, a Local Service Request that seeks to convert the End User Customer with whatever array of services he or she currently has) shall only be permitted for Resale.

5. MAINTENANCE/REPAIR

- 5.1 Real time electronic interfaces are accessible in AT&T ILLINOIS to place and check the status of trouble reports for both Resale and UNE. Upon request, MCI may access these functions via the following methods:
- 5.1.1 In AT&T ILLINOIS, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows MCI to issue trouble tickets, view status, and view trouble history on-line. AT&T ILLINOIS shall provide an Estimated Time To Repair (ETTR) on all trouble reports at parity with what it provides its affiliates, its retail customers and other CLECs.
- 5.1.2 In AT&T ILLINOIS, Electronic Bonding Trouble Administration (EBTA) is an interface that is available for trouble report submission and status updates. This EBTA conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCI and in AT&T ILLINOIS. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. MCI and AT&T ILLINOIS will exchange requests over a mutually agreeable X.25-based network.

6. BILLING

- 6.1 For Resale Services in AT&T ILLINOIS, MCI may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:
- 6.1.1 MCI may receive a Usage Extract Feed electronically in AT&T ILLINOIS. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.
- 6.1.2 AT&T ILLINOIS shall provide local disconnect report records via the EDI 836 transaction set.
- 6.1.3 In AT&T ILLINOIS, MCI may receive a mechanized bill via the AT&T ILLINOIS Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.
- 6.2 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 6.2.1 AT&T ILLINOIS makes available to MCI a local bill data tape to receive data in an electronic format from its CABS database. The local bill data tape contains the same information that would appear on MCI's paper bill.
- 6.2.2 MCI may receive a Usage Extract Feed electronically in AT&T ILLINOIS. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.

- 6.3 AT&T ILLINOIS shall provide timely notice of customer migrations of MCI to AT&T ILLINOIS or from MCI to another carrier. In the event that AT&T ILLINOIS fails to provide timely notice of such migrations, and such failure results in improper billing by MCI, AT&T ILLINOIS shall, upon MCI's request, notify the affected customer(s) that continued billing after the migration was the fault of AT&T ILLINOIS, not MCI or, if applicable, the other carrier.

7. REMOTE ACCESS FACILITY

- 7.1 MCI must access OSS interfaces via a MCI Remote Access Facility. For AT&T ILLINOIS, the LRAF, located in Dallas, TX, will be used. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. MCI may utilize a port to access AT&T's OSS interfaces to perform the supported functions in any AT&T states where MCI has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 7.2 For AT&T ILLINOIS, MCI may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCI shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, SRAF, ARAF, and/or PRAF. Switched Access "Dial-up Connections" require MCI to provide its own modems and connection to the LRAF, PRAF, SRAF and ARAF. MCI shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T ILLINOIS OSS via the public internet.
- 7.3 For AT&T ILLINOIS, MCI shall use TCP/IP to access AT&T ILLINOIS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCI shall have at a minimum of one valid Internet Protocol (IP) network address per region. MCI shall maintain user-ids/passwords for accessing an AT&T ILLINOIS OSS on MCI's behalf under the AT&T block ID program.
- 7.4 For AT&T ILLINOIS, MCI shall attend and participate in implementation meetings to discuss MCI LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8. DATA CONNECTION SECURITY REQUIREMENTS

- 8.1 MCI agrees that interconnection of MCI data facilities with AT&T ILLINOIS data facilities for access to OSS will be in compliance with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCI and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 8.2 Joint Security Requirements
- 8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

- 8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.
- 8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the MCI or AT&T ILLINOIS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 8.3 Additional Responsibilities of Both Parties
- 8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCI equipment on AT&T ILLINOIS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information.

Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

- 8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 8.3.6 All network-related problems will be managed to resolution by the respective organizations, MCI or AT&T ILLINOIS, as appropriate to the ownership of a failed component. As necessary, MCI and AT&T ILLINOIS will work together to resolve problems where the responsibility of either Party is not easily identified.
- 8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
- 8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, networks and information resources. This Section summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCI or AT&T ILLINOIS, respectively, as the providers of the computer, network or information in question.
- 8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 8.5 General Policies
- 8.5.1 Each Party's resources are for approved business purposes only.
- 8.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of

investigation. Each Party may exercise at any time its right to take appropriate action should unauthorized or improper usage be discovered.

- 8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

8.6 User Identification

- 8.6.1 AT&T ILLINOIS will utilize a process whereby blocks of user-ids will be established by AT&T ILLINOIS and then self-administered by MCI. MCI will follow the user id processes and guidelines as outlined in the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.
- 8.6.2 Intentionally Omitted.
- 8.6.3 User ids will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

8.7 User Authentication

- 8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 8.7.2 Passwords must not be stored in script files.
- 8.7.3 Passwords must be entered by the user in real time.
- 8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

8.8 Access and Session Control

8.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

8.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

8.9 User Authorization

8.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

8.10 Software And Data Integrity

8.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

8.10.2 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

8.10.3 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

8.11 Monitoring And Audit

8.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). One example of this end user customer warning banner message may be:

"This is a (AT&T ILLINOIS or MCI) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

9. OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

9.1 At either Party's request and prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10. TRAINING

10.1 AT&T ILLINOIS shall train MCI's trainers in the use of AT&T ILLINOIS' OSS systems and processes. Training will be provided for all preordering, ordering and provisioning, maintenance and repair, billing, miscellaneous services, and any other area function or support system as provided for elsewhere in this Appendix, as requested by MCI. Charges as specified below will apply for each class. Information and materials provided to MCI must include, at a minimum, operational and procedural information, and AT&T ILLINOIS specific system access/interface instruction. Classes are train-the-trainer format to enable MCI to devise its own course work for its own employees. Course descriptions for all available classes by region are posted on the CLEC web site (<https://clec.att.com/clec>) in the Customer Education section. CLEC Training schedules by region are also available on the CLEC web site and are subject to change, with class lengths varying. Prior to live GUI or other system usage by MCI, MCI must complete user education classes for any AT&T ILLINOIS provided interfaces that affect the AT&T ILLINOIS network.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.2 A separate agreement will be required as a commitment to pay for a specific number of MCI students in each class. MCI agrees that charges will be billed by AT&T ILLINOIS and MCI payment is due in accordance with the billing provisions in the General Terms and Conditions. MCI agrees that personnel from other competitive Local Service Providers may be scheduled into any AT&T ILLINOIS offered-class, to fill

any additional seats for which any CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 10.3 Class dates will be based upon MCIm requests and AT&T ILLINOIS availability.
- 10.4 If MCIm cancels a scheduled class less than two weeks' prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should AT&T ILLINOIS cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, AT&T ILLINOIS will waive the charges for the rescheduled class for the registered students. MCIm agrees to provide to AT&T ILLINOIS completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.5 MCIm agrees that MCIm personnel attending classes are only to utilize training databases presented to them in class. Attempts to access any other AT&T ILLINOIS or AT&T system are strictly prohibited.
- 10.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T ILLINOIS' OSS in accordance with this Appendix and are "Confidential Information" subject to the terms, conditions and limitations of General Terms and Conditions.

11. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 11.1 The Parties agree that MCIm's use of a Service Bureau Provider to access AT&T ILLINOIS' OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by MCIm to act on MCIm's behalf for purposes of providing a means of access to AT&T ILLINOIS' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 11.2 AT&T ILLINOIS shall allow MCIm to access its OSS via a Service Bureau Provider under the following terms and conditions.
- 11.3 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, MCIm shall be permitted to access AT&T ILLINOIS OSS via a Service Bureau Provider as follows:
 - 11.3.1 MCIm shall be permitted to access AT&T ILLINOIS application-to-application OSS interfaces, via a Service Bureau Provider where MCIm has entered into a relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement acceptable to AT&T ILLINOIS to allow Service Bureau Provider to establish access to and use of AT&T ILLINOIS' OSS.
 - 11.3.2 MCIm's use of a Service Bureau Provider shall not relieve MCIm of the obligation to abide by all terms and conditions of this Agreement. MCIm must ensure that its Service Bureau Provider properly performs all OSS obligations of MCIm under this Agreement which MCIm delegates to Service Bureau Provider.
 - 11.3.3 MCIm shall provide notice in accordance with the notice provisions of the general terms and conditions of this Agreement whenever it intends to use a Service

Bureau Provider to access AT&T ILLINOIS' application-to-application OSS interfaces or when MCIIm intends to cease using a Service Bureau Provider to access AT&T ILLINOIS' application-to-application OSS interfaces. Provided that AT&T ILLINOIS has not previously established a connection with a particular Service Bureau Provider, AT&T ILLINOIS shall have a reasonable transition time, not to exceed sixty (60) days to establish a connection to a Service Bureau Provider once MCIIm provides notice.

- 11.4 When MCIIm accesses AT&T ILLINOIS' OSS using a Service Bureau Provider, the measurement of AT&T ILLINOIS' performance shall not include Service Bureau Provider's processing, availability or response time.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 Any Commission approved rates to recover costs associated with OSS system access and connectivity shall be incorporated in this Agreement in accordance with the process established in Section 1.5 of Appendix Pricing.

APPENDIX INVOICING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. TRANSMISSION OF BILLS AND CREDITS 3

3. REMITTANCE AND PAYMENT OF BILLS OTHER THAN FOR RECIPROCAL COMPENSATION . 4

4. REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION 5

5. LATE PAYMENT CHARGES 6

6. LIMITS ON BILLING DISPUTES 6

7. LIMITS ON BACKBILLING 8

8. EXCEPTIONS 8

9. ADDITIONAL COPIES OF BILLS 9

10. OSS BILLING 9

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions by which the Parties shall render and pay bills for all services provided pursuant to this Agreement, including but not limited to Resale, unbundled Network Elements, Reciprocal Compensation, Interconnection and Collocation.
- 1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments AT&T ILLINOIS may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.
- 1.3 Intentionally Omitted.
- 1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.
- 1.5 For purposes of this Appendix Invoicing, the Party rendering a bill shall be the "Billing Party" and the Party receiving the bill shall be the "Billed Party."

2. TRANSMISSION OF BILLS AND CREDITS

- 2.1 The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information.
- 2.2 Where technically feasible, each Party will transmit billing information and data to the other in an electronic format. Upon transmission failure, the Billed Party will notify the Billing Party within 10 (ten) business days invoice date and the Billing Party will re-transmit the bill at its own cost, provided the transmission failure was caused by the Billing Party's systems or actions. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission. In emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other. The Parties shall use media packaging that is sufficient to ensure that the media is protected and useable when the other Party receives it.
- 2.3 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The Parties will mutually agree upon the file (block size, record length, etc.).
- 2.4 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.
- 2.5 The Parties shall provide each other a single point of contact ("SPOC"), for AT&T ILLINOIS the SPOC will be MCI's designated account manager for handling any questions or problems regarding bills that may arise during the implementation and performance of the obligations of this Appendix Invoicing. The AT&T ILLINOIS SPOC will be available via a single telephone number (not through an answering center).

AT&T ILLINOIS

- 2.6 Each Party will establish monthly billing dates ("Bill Date") for each bill type, which Bill Date will be the same day from month to month. Each Party will provide the other Party at least thirty (30) calendar days' written notice prior to changing, adding or deleting any bill type. All bills must be received by the recipient no later than ten (10) calendar days from the Bill Date or at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 2.7 The Parties will render and transmit to each other accurate and timely bills.
- 2.8 Credits. If the Billed Party disputes charges pursuant to Section 6.0 et seq., of this Appendix Invoicing and the dispute is resolved in favor of the Billed Party, the Billing Party shall credit the Billed Party for the amount of the dispute(s) ("Disputed Amounts"), along with interest charges as defined in the Late Payment Charges section 5.0 et seq., below, no later than the second Bill Due Date after the resolution of the dispute or as otherwise agreed by the Parties, The Billing Party shall limit any such credit(s) associated with the dispute consistent with the Stake Date limitations set forth below.
- 2.9 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted by the Billed Party to the Billing Party through the claims process set forth in section 6.7 below.
- 2.10 The Billing Party making a credit may issue the credit in the "Other Charges and Credits" portion of the applicable Billing Account Number (BAN), unless the Parties agree to pay by electronic funds transfer via ACH network, wire transfer, check, or other mutually agreed means.

3. REMITTANCE AND PAYMENT OF BILLS OTHER THAN FOR RECIPROCAL COMPENSATION

- 3.1 Except for Reciprocal Compensation billing, which is set forth separately in Section 4 below, and unless otherwise stated, each Party will render monthly bill(s) to the other for Resale Services, unbundled Network Elements, and Collocation, and all functions, facilities, products and services provided in the Agreement at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.
- 3.2 Subject to the terms of this Appendix, each Party shall remit payment the other Party as set out below:
- 3.2.1 Remittance in full of all bills not subject to an exception set forth in Section 8 are due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.
- 3.2.2 The Billed Party shall make all payments to the Billing Party by electronic funds credit transfers through the Automated Clearing House ("ACH") network to the financial institution designated by the Billing Party. Remittance information will be communicated together with the funds transfer via the ACH network. Both

Parties must use the CCD+ or the CTX transaction set. Both Parties will abide by National Automated Clearing House Association (NACHA) rules and regulations. Each ACH credit transfer must be received no later than the Bill Due Date, or any agreed-to extension thereof, of each bill or Late Payment Charges will apply. The Billing Party is not liable for any delays in receipt of funds or errors in entries caused by the Billed Party or third parties, including the Billed Party's financial institution. Each Party is responsible for its own banking fees.

3.2.3 The Parties acknowledge that processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. For those bills it receives electronically, the Billed Party shall be responsible for any Late Payment Charges resulting from failure to use electronic funds credit transfers through the ACH network. If the Billing Party makes a bill available electronically but the Billed Party chooses not to receive that particular bill electronically (i.e., requests that the bill be provided in hard copy only), the Billing Party shall not be excused from the requirement to make payment through the ACH network.

3.3 Except as provided in Sections 4 (REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION) and 8 (EXCEPTIONS) of this Appendix Invoicing, the Billed Party shall pay in full all billed charges, even if some or all of the charges are disputed. However, nothing in this Appendix Invoicing shall be construed to limit either Party's ability to file claims at the Local Service Center and/or seek Dispute Resolution in accordance with the terms of this Agreement.

4. REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION

4.1 For all bills rendered for services specified in Appendix Reciprocal Compensation, each Party will calculate terminating interconnection minutes of use based on standard recordings made within each Party's network for 251(b)(5) Traffic, Optional EAS Traffic (where applicable), ISP-Bound Traffic, and LEC-carried IntraLATA Toll Traffic. These recordings shall be the basis for each Party to generate Reciprocal Compensation bills to the other Party.

4.2 The measurement of minutes of use over interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual interconnection trunk group will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.3 When applicable, the Parties will transmit the summarized originating minutes of use within 15 business days following the prior month's close of business via the CAT11 record process to the terminating Party for subsequent monthly intercompany settlement billing.

4.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost 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.

4.5 Re-Billing or Back-Billing. The Billing Party can render Amended Invoices or "Back-Bills" in accordance with Section 7 of this Appendix.

4.6 Payment of all Reciprocal Compensation billing shall otherwise be due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late

Payment Charges, if any, will be assessed in accordance with the requirements in section 5 of this Appendix.

5. LATE PAYMENT CHARGES

- 5.1 A late payment charge shall be applied, if: (i) no payment is received by the Billing Party by the Bill Due Date or any agreed-to extension thereof; (ii) a partial payment of the amount due is received by the Billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the Billing Party in funds that are not immediately available to the Billing Party.
- 5.1.1 If any charge incurred under this Agreement billed out of CRIS or RBS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate retail tariff governing Late Payment Charges to AT&T ILLINOIS' retail business end users customers in Illinois.
- 5.1.2 If any charge incurred under this Agreement for Services billed out of CABS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate access tariff governing Late Payment Charges in Illinois.

6. LIMITS ON BILLING DISPUTES

- 6.1 Stake Dates. In order to achieve greater certainty in the billing and bill auditing processes, the Parties have agreed to limit contractually how far back a claim of underbilling or overbilling can go, called setting "Stake Dates." To achieve this certainty, the Parties mutually agree that the Stake Dates shall apply regardless of whether the applicable billing before the Stake Date was in error or not, and regardless of whether statutory or common law limitations would permit a claim to go farther back in time. As used herein, therefore, "Stake Date" shall mean the point in time before which no adjustments, credits, refunds, reimbursements, or other billing true ups will apply, based on the filing of claims and Bill Dates (defined as the Invoice Date provided on the paper or electronic bill) set forth herein except as set forth in Section 6.2 below and Section 8.
- 6.2 Filing Claims. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall 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 provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 6.7 below. In the event that the Billed Party cannot reasonably identify the specific circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within sixty (60) days of opening the dispute. The Billed Party must submit any dispute by the applicable Stake Date set forth below. .
- 6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the Bill Date (not the Bill Due Date).
- 6.4 Appendix Compensation. The Parties agree that, except as may be set forth by Applicable Law, there shall be no Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

- 6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.
- 6.6 Transmission Failure. Neither Party may dispute a charge that beyond the applicable Stake Date, unless there has been a transmission failure for a bill transmitted electronically. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission.
- 6.7 Claims Process for Billing Disputes.
- 6.7.1 Disputes Filed by MCI. When submitting disputes, MCI agrees to use the AT&T ILLINOIS "13-State Billing Claims Dispute Form" or another mutually agreed-to format and shall submit the claims form to the appropriate AT&T ILLINOIS local service center ("LSC") or MCI account team, as agreed by the Parties. For each dispute, MCI shall furnish AT&T ILLINOIS with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) Consolidated Billing Accounts (CBA), Enhance Summary Billing Accounts, BAN, or invoice 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 MCI disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), MCI may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, AT&T ILLINOIS may request additional information from MCI that may reasonably be necessary to resolve the dispute but shall not deny MCI's claim until MCI has had the opportunity to provide the requested information. MCI shall provide such additional information within thirty (30) days of receipt of AT&T ILLINOIS' request, unless the Parties agree to a different period. Any denial by AT&T ILLINOIS of a dispute submitted by MCI shall be made in writing and directed to the attention of the MCI contact who filed the dispute. Any proposed changes to the 13-State Billing Claims Dispute Form may be submitted to the 13-State CLEC User Forum for consideration; however, AT&T ILLINOIS reserves the right to modify the 13-State Billing Claims Dispute Form as needed for internal process purposes.
- 6.7.2 Disputes Filed by AT&T ILLINOIS. When submitting disputes, AT&T ILLINOIS agrees to use MCI's preferred claims dispute form or another mutually agreed-to format and shall submit the claims form to the appropriate MCI billing contact listed on the invoice. For each dispute, AT&T ILLINOIS shall furnish MCI with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) CBA, ESBA, BAN, or invoice 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 AT&T ILLINOIS disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), AT&T ILLINOIS may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, MCI may request additional information from AT&T ILLINOIS that may reasonably be necessary to resolve the dispute but shall not deny AT&T ILLINOIS' claim until AT&T ILLINOIS has had the opportunity to provide the requested information. AT&T ILLINOIS shall provide such additional information within thirty (30) days of receipt of MCI's

request, unless the Parties agree to a different period. Any denial by MCIm of a dispute submitted by AT&T ILLINOIS shall be made in writing and directed to the attention of the AT&T ILLINOIS contact who filed the dispute.

7. LIMITS ON BACKBILLING

- 7.1 If charges for services provided pursuant to this Agreement are found to be unbilled or underbilled, or need to be revised, adjusted, or otherwise rebilled, these amended or new invoices shall be collectively referred to as "backbilling." The Billing Party shall be limited to backbilling in accordance with the "Backbill Stake Dates" set forth below.
- 7.2 Appendix Collocation. The Backbill Stake Date for Collocation billing shall be one hundred twenty (120) days from the date the charges were incurred.
- 7.3 Appendix Compensation. The Parties agree that there shall be no Backbill Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.
- 7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.
- 7.5 Intentionally Omitted.
- 7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within sixty (60) days of submitting the backbill.

8. EXCEPTIONS

- 8.1 This section describes exceptions to the Stake Dates outlined in sections 6.0 and 7.0, and to the "Pay and Dispute" approach outlined in section 3.3. The Parties agree, however, that this section does not create exceptions to any other requirements of this Appendix, including the claims filing process outlined in section 6.2 and 6.7.
- 8.2 Regulatory Required True Up. Anything to the contrary in this Appendix Invoicing notwithstanding, both Parties shall be entitled to seek a billing true up based on an applicable and effective order of the FCC, the Commission, a legislative body or a judicial body of competent jurisdiction. Without limiting the applicability of the foregoing, an example of this Stake Date exception is where a rate increase or surcharge is ordered, approved or allowed on a retroactive basis by the Commission or the FCC or by a court of competent jurisdiction.
- 8.3 Inaccurate Billing. On a Billing Account Number ("BAN") basis, the Billed Party may request an investigation for any BAN that the Billed Party has a good faith reason to believe (i) was rendered in error or (ii) contains obvious inaccuracies. For purposes of this section, rendered in error shall mean a bill that contains an OCN or OCNs that do not belong to the Billed Party or a bill for services that were ordered by a company other than the Billed Party. For purposes of this section, obvious inaccuracy shall mean only amounts due for that BAN that exceeds a 30% increase over the average monthly total for that BAN for the six-month period immediately preceding the invoice in question.
 - 8.3.1 Any such request for an investigation shall follow the claims process in section 6.7. During the pendency of the investigation, the Billed Party must comply with

all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a notation of "inaccurate billing," a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.

8.3.2 Only amounts above the 130% level are relieved of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing, and only until a revised invoice for the investigated BAN is submitted, or for a period of sixty (60) days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing.

8.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.

8.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within sixty (60) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.

8.3.3 In the event of a consolidation of multiple BANs into a single BAN, the Parties agree that the prior six months average billing for the remaining single BAN will no longer properly represent the basis for the 130% threshold, and that the Parties agree to meet and confer before invoking the withholding rights outlined above on the consolidated BAN.

8.4 The Parties obligation under a certain, "Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform ("UNE-P") Alternately Billed Services Messages Between The MCI Competitive Local Exchange Carriers, and The AT&T Incumbent Local Exchange Carriers" effective January 1, 2004.

9. ADDITIONAL COPIES OF BILLS

9.1 Upon request of the Billed Party, the Billing Party shall provide the other with one (1) additional copy, per invoice cycle, of bills at no charge.

10. OSS BILLING

10.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the AT&T ILLINOIS Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.

10.2 AT&T ILLINOIS shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

10.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be

AT&T ILLINOIS

necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.

- 10.4 The IS Call Center for the AT&T ILLINOIS region provides a technical support function for current OSS billing interfaces. MCIIm will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 10.5 AT&T ILLINOIS shall continue to provide MCIIm electronic billing for the products/services currently billed electronically in the AT&T ILLINOIS region.
- 10.6 The Parties acknowledge that billing for everything in this Agreement from MCIIm to AT&T ILLINOIS, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIIm will provide AT&T ILLINOIS with billing in paper format, unless otherwise mutually agreed.
- 10.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

APPENDIX OPERATOR SERVICES

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 3

3. SERVICES 4

4. CALL BRANDING 5

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION..... 6

6. INTENTIONALLY OMITTED..... 6

7. HANDLING OF EMERGENCY CALLS TO OPERATOR..... 7

8. RESPONSIBILITIES OF THE PARTIES..... 7

9. METHODS AND PRACTICES 7

10. PRICING 8

11. MONTHLY BILLING 8

12. INDEMNIFICATION 8

13. TERM OF APPENDIX..... 8

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by AT&T ILLINOIS to MCI. The terms and conditions for Operator Services being provided for MCI's resale end user customers are set forth in Appendix Resale.
- 1.2 Pursuant to 47CFR 51.217, AT&T ILLINOIS will make available and provide nondiscriminatory access to any new or additional operator services, as that term operator services is defined in this Appendix, that it deploys during the term of the agreement

2. SERVICES

2.1 General

2.1.1 AT&T ILLINOIS shall ensure that MCI end user customers have the capability to dial the same telephone numbers to access AT&T ILLINOIS Operator Service that AT&T ILLINOIS end user customers dial to access AT&T ILLINOIS Operator Service.

2.1.2 Intentionally Omitted.

2.2 Operator Services

2.2.1 If Customized Routing is not provided and MCI requests unbundled Operator Services, AT&T ILLINOIS shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

2.2.1.1 AT&T ILLINOIS shall complete 0+ and 0- dialed local calls.

2.2.1.2 AT&T ILLINOIS shall complete 0+ intraLATA toll calls.

2.2.1.3 AT&T ILLINOIS shall complete calls that are billed to a calling card and MCI shall designate the acceptable types of special billing.

2.2.1.4 AT&T ILLINOIS shall complete person-to-person calls.

2.2.1.5 AT&T ILLINOIS shall complete collect calls.

2.2.1.6 AT&T ILLINOIS shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 AT&T ILLINOIS shall complete station-to-station calls.

2.2.1.8 AT&T ILLINOIS shall process BLV/BLVI requests.

2.2.1.9 AT&T ILLINOIS shall refer emergency call trace requests to the appropriate call center or agency.

2.2.1.10 AT&T ILLINOIS shall process 0-dialed operator-assisted Directory Assistance calls.

2.2.1.11 AT&T ILLINOIS shall route 0- local traffic directly to a "live" operator team.

- 2.2.1.12 AT&T ILLINOIS shall provide caller assistance services to MCI's disabled end user customers in the same manner that AT&T ILLINOIS provides caller assistance services to its disabled end user customer.
- 2.2.1.13 AT&T ILLINOIS shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to AT&T ILLINOIS end user customers.
- 2.2.1.14 When requested by MCI's end user customer, AT&T ILLINOIS shall provide corrected billing information to MCI on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to AT&T ILLINOIS customers.
- 2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.
- 2.2.2 AT&T ILLINOIS shall direct customer inquiries to the customer service center designated by MCI.
- 2.3 Where technically feasible, AT&T ILLINOIS will provide the following OS:
 - 2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an AT&T ILLINOIS operator, hereafter called "Operator."

 - 2.3.1.1 AT&T ILLINOIS - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.3.1.2 Intentionally Omitted.
 - 2.3.2 Operator-Assisted Call Processing
 - 2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.
- 2.4 Operator Assisted Calls to Directory Assistance ("OADA")
 - 2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. AT&T ILLINOIS will offer OADA to calling parties on a nondiscriminatory basis.

3. SERVICES

- 3.1 Fully Automated Call Processing - Where technically feasible, AT&T ILLINOIS can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.2 Operator-Assisted Call Processing - Where technically feasible, AT&T ILLINOIS will support the following Operator-assisted call types for MCI:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which AT&T ILLINOIS can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4. **CALL BRANDING**

4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCI, audibly and distinctly to the MCI end user at the beginning of each OS call. In all cases, AT&T ILLINOIS will brand the OS call as directed by MCI.

MCIm will provide written specifications of its name or announcement to be used by AT&T ILLINOIS to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.

- 4.2 Where not technically feasible or where MCIm does not request branding, AT&T will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, AT&T ILLINOIS will brand OS based upon the criteria outlined.

4.2.1 Where AT&T ILLINOIS is only providing OS on behalf of MCIm, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.2.2 Branding Load Charges

Non-recurring load charges apply per brand, per Operator Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every OS call handled by the automated recording in the AT&T ILLINOIS OS platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 If MCIm elects to use OS services where technically feasible and/or available, AT&T ILLINOIS will provide MCIm OS Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire (OSQ) posted on AT&T's CLEC online website thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.

5.1.2 MCIm will inform AT&T ILLINOIS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide AT&T ILLINOIS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCIm's OS Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an AT&T ILLINOIS Operator receives a rate request from an MCIm end user customer, AT&T ILLINOIS will quote the applicable OS rates as provided by MCIm.

6. INTENTIONALLY OMITTED

- 6.1 Intentionally Omitted

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent MCI's NXX encompasses multiple emergency agencies, AT&T ILLINOIS agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCI must provide AT&T ILLINOIS with the correct information to enable the transfer as required by the OSQ. MCI will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, AT&T ILLINOIS will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 MCI will provide AT&T ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.
- 8.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T ILLINOIS Operator assistance switch. Should MCI seek to obtain Interexchange OS from AT&T ILLINOIS, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.
- 8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 8.3 MCI understands and acknowledges that before live traffic can be passed, MCI is responsible for obtaining and providing to AT&T ILLINOIS, default emergency agency numbers.
- 8.4 AT&T ILLINOIS shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to AT&T ILLINOIS, its affiliate and all other CLECs. AT&T ILLINOIS shall communicate official information to MCI via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.
- 8.5 AT&T ILLINOIS shall provide MCI with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.
- 8.6 MCI will furnish to AT&T ILLINOIS a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCI will provide AT&T ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. AT&T ILLINOIS shall adequately staff its operator work force.

9. METHODS AND PRACTICES

- 9.1 AT&T ILLINOIS will provide OS to MCI's end user customers in accordance with AT&T ILLINOIS OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which AT&T ILLINOIS agrees to provide MCI with OS are contained in the applicable Appendix Pricing.

11. MONTHLY BILLING

- 11.1 AT&T ILLINOIS will accumulate and provide MCI such data as necessary for MCI to bill its end user customers.

12. INDEMNIFICATION

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T ILLINOIS' Operator Services.

13. TERM OF APPENDIX

- 13.1 MCI must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCI may terminate use of AT&T ILLINOIS' Operator Services any time after MCI has used such Operator Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to AT&T ILLINOIS, inclusive of the notice period.
- 13.2 If MCI terminates use of AT&T ILLINOIS' Operator Services without complying with Section 13.1 above, MCI shall pay AT&T ILLINOIS, within thirty (30) days of the issuance of a final bill by AT&T ILLINOIS, all amounts due as provided under this Appendix.

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

1. **DEFINITIONS** 3

2. **INTRODUCTION** 3

3. **NETWORK MANAGEMENT** 3

4. **NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC** 3

5. **INTERCARRIER TRAFFIC COMPENSATION** 5

6. **INTENTIONALLY LEFT BLANK** 5

7. **INTRASTATE INTRALATA INTERCOMPANY TRAFFIC** 5

8. **MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION** 5

9. **INTERLATA SECTION 251(B)(5) TRAFFIC** 5

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Operations Inc. (**AT&T-13STATE**) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone 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 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an MCI end user located in another ILEC's incumbent local exchange area and terminates to an **AT&T-13STATE** end user customer located in an **AT&T-13STATE** local exchange area or;
 - (ii) Originates from an **AT&T-13STATE** end user located in an **AT&T-13STATE** local exchange area and terminates to an MCI end user customer located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, MCI intends to operate and/or provide telecommunications services outside of **AT&T-13STATE** incumbent local exchange areas and desires to interconnect MCI's network with AT&T- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, **AT&T-13STATE**'s obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which **AT&T-13STATE** is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that **AT&T-13STATE**'s originating traffic destined for MCI end user customers in another ILEC's exchange will be delivered to MCI's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCI's traffic originating from another ILEC's exchange and destined for **AT&T-13STATE**

- end users will be delivered to MCI's POI arrangements in the AT&T exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and **AT&T-13STATE** exceeds one DS1 (24 DS0s) to or from an **AT&T-13STATE** End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, **AT&T-13STATE** agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, **AT&T-13STATE** will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, **AT&T-13STATE**'s originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
 - 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to **AT&T-13STATE**'s End Office via a Third Party ILEC's Tandem (subject to the approval of the Third Party ILEC) until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
 - 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
 - 4.5 Intentionally Omitted.
 - 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend **AT&T-13STATE** tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
 - 4.7 Intentionally Omitted.
 - 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at **AT&T-13STATE**'s End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require **AT&T-13STATE** to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
 - 4.9 Connection of a trunk group from MCI to **AT&T-13STATE**'s tandem(s) will provide MCI accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
 - 4.10 **AT&T-13STATE** will open MCI NPA-NXX codes, rated to or identified to reside in non-**AT&T-13STATE** exchange areas, in **AT&T-13STATE** Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

6. INTENTIONALLY LEFT BLANK**7. INTENTIONALLY LEFT BLANK****8. INTENTIONALLY LEFT BLANK****9. INTERLATA SECTION 251(B)(5) TRAFFIC**

9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.

9.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.

9.3 Intentionally Omitted

9.4 Except as otherwise provided in this Appendix, for MCI originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

APPENDIX RECIPROCAL COMPENSATION

TABLE CONTENTS

1. INTRODUCTION 3

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION..... 3

3. RESPONSIBILITIES OF THE PARTIES..... 5

4. COMPENSATION..... 6

5. COMPENSATION FOR INTRALATA TOLL CALLS 9

6. INTENTIONALLY OMITTED..... 9

7. INTENTIONALLY OMITTED..... 9

8. INTENTIONALLY OMITTED..... 9

9. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC 9

10. INTRALATA 800 TRAFFIC..... 10

11. MEET POINT BILLING (MPB) SPECIAL AND SWITCHED ACCESS TRAFFIC COMPENSATION 10

12. INTENTIONALLY OMITTED..... 11

13. BILLING ARRANGEMENTS FOR MUTUAL COMPENSATION TERMINATION OF LOCAL SECTION 251(B)(5), ISP-BOUND AND INTRALATA TOLL TRAFFIC 11

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL..... 11

15. SEGREGATING AND TRACKING FX TRAFFIC 12

1. INTRODUCTION

This Appendix sets forth terms and conditions for Intercarrier Compensation between AT&T ILLINOIS and MCIIm.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between MCIIm and AT&T ILLINOIS will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic Transit Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.

2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIIm may assess AT&T ILLINOIS for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T ILLINOIS may assess MCIIm for the transport and termination of Local Traffic.

2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. For purposes of intercarrier compensation, "Section 251(b)(5) Traffic" will be compensated depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:

- (i) both physically located in the same AT&T ILLINOIS Local Exchange Area as defined in the AT&T ILLINOIS Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- (ii) both physically located within neighboring AT&T ILLINOIS Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation 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"), "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between MCIIm and AT&T ILLINOIS in which the originating end user of one Party and the terminating ISP of the other Party are:

- (i) both physically located in the same AT&T ILLINOIS Local Exchange Area as defined by AT&T ILLINOIS Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- (ii) both physically located within neighboring AT&T ILLINOIS Local Exchange Areas that are within the same common mandatory local calling area. This includes,

but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

AT&T ILLINOIS has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order and such traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 4.8 of this Appendix.

- 2.4 When traffic is either originated by or terminated to an end user customer served via unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.
- 2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.
- 2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.
 - 2.6.1 Foreign Exchange (FX) traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep. Whether ISP-bound or non-ISP-bound, FX Traffic shall be defined as traffic for which MCIm designates different points for rating and routing such that traffic that originates in one rate center is carried by AT&T ILLINOIS to a routing point designated by MCIm in a rate center that is not local to the calling party even though the called NXX is local to the calling party.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.3) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for

Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not apply including, but not limited to, ISP calls that fit the definitions of the following traffic:

- o FX Traffic
- o IntraLATA Interexchange Traffic
- o InterLATA Interexchange Traffic
- o 800, 888, 877, ("8YY") Traffic
- o Feature Group A Traffic
- o Feature Group D Traffic

2.12.1 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that FCC's ISP Terminating Compensation Plan (including Options 1 and 2) do not apply, and that the rates, terms and conditions in this Agreement for such category of traffic shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

2.12.2 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

2.13 Intentionally Omitted.

2.14 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.

2.15 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Both Parties to this Appendix will be responsible for the accuracy and quality of the data as submitted to the respective parties involved, for traffic originated on each Party's respective network.

3.2 For all traffic including, without limitation, Switched Access Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user customer that originated and/or dialed the call, when including such information is technically feasible. If either Party identifies improper incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 3.3 Intentionally Omitted
- 3.4 For traffic which is delivered by AT&T ILLINOIS or MCI to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. In lieu of the foregoing PLU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.
- 3.4.1 If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by ten percent (10%) or more, that Party shall: (i) reimburse the auditing Party for the cost of the audit; (ii) pay for the cost of a subsequent audit, which shall take place within nine (9) months of the initial audit; and (iii) be billed for all calls passed without CPN at the Intrastate IntraLATA Toll Traffic rate.
- 3.5 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
- 3.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.7 Loss of Data. 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. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4. COMPENSATION

- 4.1 Intentionally Omitted.
- 4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate
- 4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the growth caps, new market restrictions and rebuttable presumption stated below.
- 4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.
- 4.2.3 Payment of Intercarrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic

4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.2 of this Appendix.

4.2.5 Applicability of Rates:

4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth in Appendix Pricing (ULS-Reciprocal Compensation for Termination of Local Traffic and Reciprocal Compensation) The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.

4.2.5.2 Tandem Serving Rate Elements:

4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.

4.2.5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

4.2.5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.

4.2.5.3 End Office Serving Rate Elements:

4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.

4.3 Intentionally Omitted.

4.4 Tandem Interconnection Rate Application

4.4.1 For MCI traffic that terminates to AT&T, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T ILLINOIS traffic that terminates to MCI, transport and termination rates will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where MCI has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T ILLINOIS's tandem switch, MCI shall be entitled to receive the End Office Switching rate set forth in Section 4.2.5.3 above.

4.4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711(a)(3), MCI must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T's tandem switch. For purposes of this Appendix, MCI's switch actually serves a geographic area comparable to the area served by AT&T's tandem when MCI's switch is providing local service to NPA-NXXs assigned or ported to MCI in the comparable geographic area. MCI shall be entitled to the tandem interconnection rates (tandem switching, tandem common transport termination, tandem transport common facility, end office set-up and end office duration) for all calls.

MCIm will use the Commission approved state-wide average of fourteen (14) miles for calculating the common transport facility rate set forth in Section 4.3.2. The Parties may mutually agree on a blended rate based on the above application of rates.

4.4.1.2 Intentionally Omitted.

4.4.2 The Parties agree that MCIm's switches serve an area comparable to AT&T ILLINOIS' tandem switches.

4.5 Intentionally Omitted

4.6 Bill and Keep for ISP-bound Traffic in New Markets

4.6.1 In the event MCIm and AT&T ILLINOIS have not previously exchanged ISP-bound Traffic in any one or more ILLINOIS LATAs, prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between MCIm and AT&T ILLINOIS for the remaining term of this Agreement in any such ILLINOIS LATAs.

4.6.2 In the event MCIm and AT&T ILLINOIS have previously exchanged traffic in an ILLINOIS LATA, prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that ILLINOIS LATA, and that any ISP-bound Traffic in other ILLINOIS LATAs, shall be Bill and Keep for the remaining term of this Agreement.

4.6.2.1 Wherever Bill and Keep is the traffic termination arrangement between MCIm and AT&T ILLINOIS, both Parties shall segregate the Bill and Keep traffic 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.

4.7 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic and does not include Transit traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

4.8 ISP-bound Traffic Rebuttable Presumption

4.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCIm and AT&T ILLINOIS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCIm and AT&T ILLINOIS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 4.0. 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. During the pendency of any such proceedings to rebut the presumption, MCIm and AT&T ILLINOIS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic

below a 3:1 ratio, the rates set forth above for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.

4.8.1.1 Intentionally Omitted.

4.9 Calculation of the 3:1 Ratio

4.9.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth above, and (iii) the amount of such traffic subject to Bill and Keep. For ISP-Bound traffic, the Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement.

4.10 Intentionally Omitted.

4.10.1 Intentionally Omitted.

4.11 Intercarrier Unbundled Local Switching (ULS) Traffic. For the purposes of compensation where MCIIm utilizes AT&T ILLINOIS' ULS (including UST), MCIIm has the sole obligation to enter into a compensation agreement with third party carriers that MCIIm originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will AT&T ILLINOIS have any liability to MCIIm or any third party if MCIIm fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom MCIIm does not have a traffic compensation agreement, MCIIm will indemnify, defend and hold harmless AT&T ILLINOIS against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and MCIIm will bill their respective charges directly to each other. AT&T ILLINOIS will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T ILLINOIS may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5. COMPENSATION FOR INTRALATA TOLL CALLS

5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless the Commission approves MCIIm having a higher rate than AT&T ILLINOIS.

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

- 9.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 13.
- 9.2 Compensation for the termination of this 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, as set forth in each Party's intrastate access service tariff.
- 9.3 For interstate IntraLATA service, compensation for terminating 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, as set forth in each Party's interstate access service tariff.

10. INTRALATA 800 TRAFFIC

- 10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, AT&T ILLINOIS will not record the intraLATA 800 Traffic.
- 10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11. MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intentionally Omitted.
- 11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 11.4 Billing 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. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.

- 11.5 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.
- 11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.
- 11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.
- 11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. 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.
- 11.9 Intentionally Omitted.
- 11.10 AT&T ILLINOIS and MCIIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12. INTENTIONALLY OMITTED

13. BILLING ARRANGEMENTS FOR MUTUAL COMPENSATION TERMINATION OF LOCAL SECTION 251(B)(5), ISP-BOUND AND INTRALATA TOLL TRAFFIC

- 13.1 In ILLINOIS, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The 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 For lost data see section 3.7 above.

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

- 14.1 Since AT&T ILLINOIS does not function as a primary toll carrier for any other company, for LEC carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15. SEGREGATING AND TRACKING FX TRAFFIC

- 15.1 In order to ensure that FX traffic is being appropriately segregated from other types of intercarrier traffic, the Parties will assign a Percentage of FX Usage (PFX), which shall represent the estimated percentage of minutes of use that is attributable to all FX traffic in a given month.

- 15.1.1 The PFX, and any adjustments thereto, must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The Parties may agree to use traffic studies, retail sales of FX lines, or any agreed method of estimating the FX traffic to be assigned the PFX.

APPENDIX RECORDING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS 4

4. DAILY USAGE FILE (“DUF”) / CUSTOMER USAGE DATA 6

EXHIBIT I ERROR! BOOKMARK NOT DEFINED.

EXHIBIT II ERROR! BOOKMARK NOT DEFINED.

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T ILLINOIS will provide recording, message processing and message detail services for (1) IXC transported calls for UNE and facility-base providers and (2) local calls associated with MCIm's end user customer use of resale or Lawful UNE

2. DEFINITIONS

- 2.1 Exchange Message Interface (EMI) Category 110XXX - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 "Assembly and Editing" - the aggregation of recorded end user customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills for charges incurred.
- 2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T ILLINOIS and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by AT&T ILLINOIS of message detail and/or access usage record detail in EMI format over data lines or a mutually agreed-upon medium to the CLEC. Consistent with current practice, Category 01 records must be transmitted via the CMDS host.
- 2.7 Intentionally Omitted.
- 2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 "Interexchange Carrier (IXC) Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 Intentionally Omitted.
- 2.11 "Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 Intentionally Omitted

- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCI for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T ILLINOIS's internal network or national CMDS.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage on a mutually agreed upon medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an AT&T ILLINOIS SCP.

3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

- 3.1 AT&T ILLINOIS will record all IXC transported messages for MCI carried over all Feature Group Switched Access Services that are available to AT&T ILLINOIS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T ILLINOIS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T ILLINOIS.
- 3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T ILLINOIS and provided to MCI. AT&T ILLINOIS shall include the "From Number" of the call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. AT&T ILLINOIS will provide access usage data within a timely manner and within the MECAB guidelines, but no later than ten (10) business days.
- 3.3 Recorded billable message detail and access usage detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.
- 3.4 AT&T ILLINOIS will provide message detail to MCI in data files, via data lines (normally a File Transfer Protocol), to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.
- 3.5 MCI will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T ILLINOIS reserves the right to limit the frequency of transmission to existing AT&T ILLINOIS processing and work schedules, holidays, etc. For AT&T ILLINOIS, data transmissions are performed on a daily basis, Monday – Friday.
- 3.6 AT&T ILLINOIS will determine the number data files required to provide the access usage detail to MCI.

- 3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIIm may request that data, which has previously been successfully provided to MCIIm by AT&T ILLINOIS, be re-provided by AT&T ILLINOIS, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of AT&T ILLINOIS will only be made available to MCIIm on an individual case basis at a cost determined by AT&T ILLINOIS.
- 3.8 Intentionally Omitted.
- 3.9 AT&T ILLINOIS will record the applicable detail necessary to generate access usage records and forward them to MCIIm for its use in billing access to the IXC.
- 3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMI standards.
- 3.11 When either Party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 3.12 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 3.13 Intentionally Omitted.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.
- 3.16 Intentionally Omitted.
- 3.17 AT&T ILLINOIS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for EMI Category 110XXX ordered/required by MCIIm in accordance with this agreement on a reciprocal, no-charge basis. MCIIm agrees to provide any and all EMI Category 110XXX required by AT&T ILLINOIS on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the

guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

- 3.18 When MCIm is the Recording Company, MCIm agrees to provide its recorded billable messages detail and access usage detail data to AT&T ILLINOIS under the same terms and conditions of this Appendix.

4. DAILY USAGE FILE (“DUF”) / CUSTOMER USAGE DATA

- 4.1 AT&T ILLINOIS will provide MCIm a specific Daily Usage File (“DUF” or “Usage Extract”) for Resale Services and Network Element usage sensitive services provided hereunder (“Customer Usage Data”). AT&T ILLINOIS will provide MCIm with all originating and terminating call records for all UNE-P on end user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T ILLINOIS in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of AT&T ILLINOIS within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by AT&T ILLINOIS in connection with Resale Services and Network Elements provided by AT&T ILLINOIS, (iii) with sufficient detail to enable MCIm to bill AT&T ILLINOIS the appropriate access charges for the termination of AT&T ILLINOIS end user toll traffic to MCIm’s UNE-P end user customer. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T ILLINOIS will be included in implementation requirements documentation.
- 4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to AT&T ILLINOIS, no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 4.3 Call detail for AT&T ILLINOIS-carried calls that are alternately billed to MCIm end user customers lines provided by AT&T ILLINOIS through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.
- 4.4 AT&T ILLINOIS shall bill MCIm for Usage Extract furnished by AT&T ILLINOIS in accordance with the price(s) provided in the applicable Appendix Pricing under “Electronic Billing Information.” Pricing for Resale is listed as “Electronic Bill Information” in Appendix Pricing. Pricing for Lawful UNE DUF Exchange is listed as “Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.
- 4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to AT&T ILLINOIS for billing, which would otherwise be processed by AT&T ILLINOIS for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when AT&T ILLINOIS records the message.
- 4.6 Intentionally Omitted.

- 4.7 Intentionally Omitted.
- 4.8 When AT&T ILLINOIS is notified that, due to error or omission, incomplete data has been provided to MCI, AT&T ILLINOIS will make reasonable efforts to locate and/or recover the data and provide it to MCI at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCI. If written notification is not received within sixty (60) calendar days, AT&T ILLINOIS shall have no further obligation to recover the data and shall have no further liability to MCI.
- 4.8.1 If, despite timely notification by MCI, message detail is lost and unrecoverable as a direct result of AT&T ILLINOIS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T ILLINOIS will estimate the volume of lost messages and associated revenue, with assistance from MCI, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 4.9 Intentionally Omitted.
- 4.10 Intentionally Omitted.
- 4.11 Intentionally Omitted.
- 4.12 Intentionally Omitted.
- 4.13 AT&T ILLINOIS shall provide call records to support usage sensitive vertical features if these features are part of AT&T ILLINOIS' resale or Lawful unbundled switching offerings in accordance to OBF guidelines.
- 4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.
- 4.15 A pack shall conform to industry guidelines EMI standards.

APPENDIX RESALE

TABLE OF CONTENTS

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE..... 4

2. GENERAL TERMS AND CONDITIONS FOR RESALE 4

3. PRICING..... 5

4. RESALE RESTRICTIONS 5

5. ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS..... 7

6. DIALING AND SERVICE PARITY, NUMBER RETENTION..... 7

7. CHANGES IN RETAIL SERVICE 8

8. REQUIREMENTS FOR SPECIFIC SERVICES..... 8

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES..... 10

10. SERVICE FUNCTIONS 12

11. WHITE PAGES DIRECTORIES 13

12. CALL TRACE 13

13. MUTUAL RESPONSIBILITIES OF THE PARTIES 13

14. PROVISIONING REQUIREMENTS..... 15

15. ORDER DUE DATE..... 15

16. REPAIR AND MAINTENANCE REQUIREMENTS..... 15

17. INTENTIONALLY OMITTED 16

18. INTERCOMPANY COMMUNICATIONS..... 16

19. EMERGENCY RESTORATION..... 16

20. INTENTIONALLY OMITTED 16

21. INTENTIONALLY OMITTED 16

22. ESCALATION PROCEDURES 16

23. PREMISES VISIT PROCEDURES 17

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING 17

25. INSIDE WIRE MAINTENANCE SERVICE 17

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that AT&T ILLINOIS shall make available to MCI_m for resale pursuant to this Agreement. All services or offerings of AT&T ILLINOIS, which are to be offered for resale pursuant to the Act, are subject to the terms herein. AT&T ILLINOIS shall make Telecommunications Services that AT&T ILLINOIS provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations.
- 1.1.1 The Parties acknowledge that MCI_m has a duty pursuant to Section 251(b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCI_m's telecommunications services.
- 1.2 At the request of MCI_m, and pursuant to the requirements of the Act, AT&T ILLINOIS will make available to MCI_m on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T ILLINOIS currently provides or may offer hereafter. AT&T ILLINOIS shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T ILLINOIS for resale, and the service functions and support functions provided by AT&T ILLINOIS to MCI_m pursuant to this Agreement are collectively referred to as "Local Service."
- 1.3 MCI_m may only resell AT&T ILLINOIS wholesale discounted service to other Telecommunications Carriers for the Telecommunications Carrier's own consumption, as End Users of the service, and not for the Telecommunications Carriers further resale or retail offering to the public, subject to the following conditions:
- 1.3.1 MCI_m must resell AT&T ILLINOIS wholesale discounted service to Telecommunications Carriers at the same rates, terms and conditions as it resells to non-Telecommunications Carrier End Users;
- 1.3.2 Any Telecommunications Carrier, who purchases AT&T's wholesale-discounted services through MCI_m, will be subject to the terms and conditions as MCI_m under this MCI_m/AT&T ILLINOIS Agreement, including, but not limiting to, not using AT&T ILLINOIS logo or name brand;
- 1.3.3 MCI_m will be held responsible for any breach or violation of the terms and conditions (as provided in this MCI_m/AT&T ILLINOIS Agreement) by such a third carrier, and
- 1.3.4 MCI_m shall not circumvent the prohibition in Section 4.10 of the Resale Appendix by purchasing back (directly or indirectly), for its own use, AT&T ILLINOIS' wholesale-discounted services, from a Telecommunications Carrier, who obtained the services (directly or indirectly) from MCI_m.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process End User selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.

- 2.2 Prior to submitting an order under this Appendix, MCI shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. AT&T ILLINOIS shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable Commission rules regarding switching End Users from one Telecommunications Carrier to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.
- 2.4 When an End User changes or withdraws authorization, each Party shall release End User-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 premises, AT&T ILLINOIS is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities. AT&T ILLINOIS shall notify MCI of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.
- 2.5 The Parties will comply with Commission Substantive Rule applicable to Telecommunication providers, § 26.131. AT&T ILLINOIS shall provide line loss notification to MCI's as required by the Uniform Plan of Record.
- 2.6 MCI is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCI or its authorized agent.
- 2.7 AT&T ILLINOIS shall not be responsible for the manner in which MCI bills its End Users. All applicable rates and charges for services provided to MCI under this Appendix will be billed directly to MCI and shall be the responsibility of MCI regardless of MCI's ability to collect. MCI shall not be responsible for payment of charges for any retail services furnished and billed by AT&T ILLINOIS directly to End Users.

3. PRICING

- 3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCI shall pay AT&T ILLINOIS for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCI, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCI at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by AT&T ILLINOIS to comparable CLECs.

4. RESELL RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCI may resell local services to provide Telecommunications Services. AT&T ILLINOIS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T ILLINOIS has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

091709

- 4.2 AT&T ILLINOIS shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. AT&T ILLINOIS retail promotions of ninety (90) days or less are not available to MCI for resale.
- 4.3 MCI shall only resell services to the same category of subscriber to whom AT&T ILLINOIS offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 MCI shall not use a resold service to avoid the rates, terms and conditions of AT&T ILLINOIS' corresponding retail tariff.
- 4.5 MCI 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 Carriers; provided, however, that MCI may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications Carriers.
- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T ILLINOIS federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay AT&T ILLINOIS for services for resale will apply to each local exchange line furnished to MCI under this Appendix for resale. AT&T ILLINOIS will not charge MCI any federal, state or local taxes that MCI remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act.
- 4.7 To the extent allowable by law, MCI shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCI for resale. MCI shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 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 Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 AT&T ILLINOIS shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCI shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by AT&T ILLINOIS as the incumbent local exchange carrier.
- 4.10 AT&T ILLINOIS' services are not available at wholesale rates to MCI for its own use or for the use of any of MCI's affiliates and/or subsidiaries or the use of MCI's parent or any affiliate and/or subsidiary of MCI's parent company, if any.
- 4.11 Unless permitted by tariff, MCI shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users onto a single service.

- 4.12 To the extent AT&T ILLINOIS makes available to itself, its End Users, subsidiaries, Affiliates or any other third parties any volume or term discounts, AT&T ILLINOIS shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.
- 4.13 If MCIm is in violation of any provision of this Appendix Resale, AT&T ILLINOIS will notify MCIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIm will have thirty (30) calendar days to correct the violation and notify AT&T ILLINOIS in writing that the violation has been corrected. Should MCIm dispute the stated violation, MCIm must notify AT&T ILLINOIS in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T ILLINOIS and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIm 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 Resale is attached.

5. ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS

- 5.1 Grandfathered and sunsetted services are available to MCIm for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T ILLINOIS provides the service, either at retail or through resale, and only for the End User's remaining period of eligibility.
- 5.2 Subject to the provisions of Section 5.1, the following shall apply:
- 5.2.1 AT&T ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 5.3 If MCIm elects to terminate a AT&T ILLINOIS retail contract which MCIm had previously assumed, MCIm will be assessed the applicable termination charges remaining unless MCIm elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount MCIm receives for the previously assumed but now terminated contract.

6. DIALING AND SERVICE PARITY, NUMBER RETENTION

- 6.1 Unless technically infeasible, for resold service AT&T ILLINOIS shall ensure that all MCIm End Users experience the same dialing parity as comparable AT&T ILLINOIS End Users, such that, for all call types: (i) an MCIm End User is not required to dial any greater number of digits than a comparable AT&T ILLINOIS End User; (ii) the MCIm End User may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm End User is at least equal in quality to that experienced by a comparable AT&T ILLINOIS End User. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.
- 6.2 For resold services, AT&T ILLINOIS shall ensure that all MCIm End Users experience the same service levels as comparable AT&T ILLINOIS End Users, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local calling area.

7. CHANGES IN RETAIL SERVICE

- 7.1 AT&T ILLINOIS will notify MCIIm at least forty five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.
- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8. REQUIREMENTS FOR SPECIFIC SERVICES

- 8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCIIm may only offer it to customers that are eligible to receive CENTREX from AT&T ILLINOIS. MCIIm shall only sell Plexar™, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T ILLINOIS retail tariff(s). Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding contiguous property limitations, which was previously found reasonable by the Commission, will not apply.
- 8.2 MCIIm may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. The PLEXAR families of services provided for resale will meet the following requirements:
- 8.2.1 Intentionally Omitted
- 8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIIm for resale.
- 8.2.3 MCIIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
- 8.2.4 MCIIm may be required to pay a charge, for the cost of suppressing the need for MCIIm customers to dial "9" when placing calls outside the PLEXAR families of services.
- 8.2.5 AT&T ILLINOIS will furnish PLEXAR Custom services to MCIIm for resale subject to this section of this Resale Appendix. AT&T ILLINOIS' provision of PLEXAR Custom will be as specified in this paragraph. AT&T ILLINOIS will offer MCIIm the same price AT&T ILLINOIS provides to its Customers less costs that will be avoided.
- 8.2.6 Intentionally Omitted.
- 8.2.7 Intentionally Omitted.
- 8.3 MCIIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

091709

"special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCI_m resells services that require certification on the part of the End User, MCI_m shall ensure that the End User has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the AT&T ILLINOIS tariffs.

8.3.1 Intentionally Omitted.

8.3.2 Intentionally Omitted.

8.4 Intercept and Transfer Services. AT&T ILLINOIS shall provide intercept and transfer services to MCI_m for MCI_m End Users on the same basis as such services are available to comparable AT&T ILLINOIS End Users.

8.5 E911/911 Services. AT&T ILLINOIS shall provide to MCI_m, for MCI_m End Users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T ILLINOIS's End Users. AT&T ILLINOIS shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCI_m customer service information in the ALI/DMS used to support 911 services. AT&T ILLINOIS shall provide MCI_m End User information to the PSAP.

8.6 AT&T ILLINOIS will be responsible for the remittance of 911 surcharges for Resale services only, and will bill MCI_m where applicable for surcharges remitted to the appropriate E911 Customer until the rule in Docket 04-0771 becomes effective, at which time, subject to the transition period in such docket, MCI_m 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 subject to the Commission's 911 Rules (83 Ill. Adm. Code Part 725).

8.7 Intentionally Omitted

8.8 Customer Specific Pricing Agreements. MCI_m may purchase AT&T ILLINOIS customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from AT&T ILLINOIS. Where MCI_m and AT&T ILLINOIS are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by AT&T ILLINOIS without unreasonable delay. AT&T ILLINOIS shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCI_m's request or other competitively sensitive information.

8.9 Inside Wire Maintenance Service. MCI_m may enter into a separate agreement with AT&T ILLINOIS to purchase AT&T ILLINOIS inside wire maintenance service for use with MCI_m customers.

8.10 Suspension of Service

8.10.1 MCI_m may offer to resell End User Initiated Suspension and Restoral Service to its End Users.

8.10.2 MCI_m may also provide AT&T ILLINOIS Initiated Suspension service for its own purposes. Service specifics may be obtained in state specific CLEC Handbooks.

- 8.10.2.1 MCI shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoration of service to each of its End Users.
- 8.10.2.2 Should MCI suspend service for one of its End UserEnd 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, MCI shall be charged and shall be responsible all appropriate monthly services charges for the End Users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.
- 8.10.3 Should MCI restore its end user, restoration charges will apply and MCI will be billed for the appropriate service from the time of suspension.
- 8.11 CLASS and Custom Features Requirements. Where deployed, and at MCI's option, MCI may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an End User-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 8.12 MCI may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

- 9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.
- 9.2 AT&T ILLINOIS shall make customized routing of OS/DA traffic available to MCI upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.
- 9.3 Intentionally Omitted.
- 9.4 Branding
 - 9.4.1 Except where otherwise required by law, MCI shall not, without AT&T ILLINOIS' 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 ILLINOIS or its Affiliates, nor shall MCI state or imply that there is any joint business association or similar arrangement with AT&T ILLINOIS in the provision of Telecommunications Services to MCI's End User.
 - 9.4.2 Where available, AT&T ILLINOIS will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:
 - 9.4.2.1 MCI will provide AT&T ILLINOIS recorded announcements and written specifications to be used to brand MCI's OS/DA calls.

- 9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.
- 9.4.2.3 Where AT&T ILLINOIS provides MCI_m OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.
- 9.4.2.4 Charges for branding are set forth in Appendix Pricing.
- 9.4.2.5 Until MCI_m's resold OS/DA traffic is customized routed off of the AT&T ILLINOIS OS/DA platform, AT&T ILLINOIS will continue to provide OS/DA branding on AT&T ILLINOIS' own platform using the service provider ID solution currently in effect.
- 9.5 Intentionally Omitted.
- 9.6 Directory Assistance (DA) Listings
- 9.6.1 AT&T ILLINOIS will include the MCI_m end user customer listing in its Directory Assistance database as part of the service order process. AT&T ILLINOIS will honor MCI_m end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCI_m requested in the AT&T ILLINOIS database which is used to perform Directory Assistance functions. AT&T ILLINOIS shall permit MCI_m end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T ILLINOIS charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T ILLINOIS will provide Directory Assistance service to MCI_m that equals the Directory Assistance Service AT&T ILLINOIS provides to itself and its own End Users.
- 9.6.2 Intentionally Omitted.
- 9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.
- 9.8 OS/DA calls which, at MCI_m's option, are routed to AT&T ILLINOIS, will meet or exceed the Performance Measurements which AT&T ILLINOIS provides to itself and its own End Users. AT&T ILLINOIS will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's End User to the repair number supplied by the appropriate Party.
- 9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification, Busy Line Interrupt is found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.

- 9.11 Access to the Line Information Database. MCI's service order shall update and maintain MCI End User information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for AT&T ILLINOIS' End Users.
- 9.12 Telephone Line Number Calling Cards. AT&T ILLINOIS' assigned telephone line calling card account ceases to exist once MCI becomes the account owner in LIDB. MCI may choose to enable a MCI calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCI shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the End User in the use of the MCI calling card. AT&T ILLINOIS will provide billing usage data via the established mechanisms.
- 9.13 Intentionally Omitted
- 9.14 Call Blocking. Upon MCI's request, AT&T ILLINOIS will provide blocking on a line by line basis of an MCI End User's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which AT&T ILLINOIS provides blocking to comparable End Users. If MCI 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 Agreement and pay any applicable charges. It is the responsibility of MCI to order the appropriate toll restriction or blocking on lines resold to End Users. MCI acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCI shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems.
- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10. SERVICE FUNCTIONS

AT&T ILLINOIS shall allow MCI to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T ILLINOIS shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 10.1 Work Order Processes. AT&T ILLINOIS shall ensure that all work order processes used to provision local service to MCI for resale meet the service parity requirements set forth in other Appendices within this Agreement.
- 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCI end user customer. Except as otherwise provided in this Agreement, MCI shall be the single and sole point of contact for all MCI end user customers.
- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.

- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by AT&T ILLINOIS in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement
- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T ILLINOIS may not initiate any disconnect, suspension or termination of an MCIIm customer's resale services unless directed to do so by MCIIm by transmission of a service order or AT&T ILLINOIS' receipt of proper authorization to change such End User's primary local exchange carrier to a carrier other than MCIIm. AT&T ILLINOIS will provide MCIIm with an electronic notice of End Users who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Accounts. AT&T ILLINOIS shall allow MCIIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific End User account.

11. WHITE PAGES DIRECTORIES

- 11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

12. CALL TRACE

- 12.1 MCIIm end user's activation of Call Trace shall be handled by the AT&T ILLINOIS Call Trace Center (CTC). AT&T ILLINOIS shall notify MCIIm of requests by its End Users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCIIm's End Users (whether that End User is the victim or the suspect) will be coordinated through MCIIm.
- 12.2 MCIIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCIIm's responsibility to provide additional information necessary for any police investigation. MCIIm will indemnify AT&T ILLINOIS against any claims that insufficient information led to inadequate prosecution.

13. MUTUAL RESPONSIBILITIES OF THE PARTIES

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

091709

- 13.1 AT&T ILLINOIS will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCI, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to AT&T ILLINOIS' Local Service Center (LSC). AT&T ILLINOIS' LSC will respond to MCI's calls with the same level of service which AT&T ILLINOIS provides to its local exchange End Users Customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:30 p.m.) ordering and provisioning coordination.
- 13.4 AT&T ILLINOIS will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the End Users become identifiable, such End Users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, AT&T ILLINOIS' LSC will provide coordination support for all designed and/or complex Resale services provided to MCI. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 13.8 Simple and Complex Service Orders: If AT&T ILLINOIS on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 AT&T ILLINOIS will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T ILLINOIS provides such blocking capabilities to its End Users, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCI may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. AT&T ILLINOIS will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

- 13.12 Unless otherwise directed, when MCI_m orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 AT&T ILLINOIS will provide standard provisioning intervals for all Resale services at parity with what it provides its retail End Users, its affiliates and CLECs other than MCI_m.

14. PROVISIONING REQUIREMENTS

- 14.1 Where available, AT&T ILLINOIS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by MCI_m, all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an AT&T ILLINOIS employee visits the premises of an MCI_m End User, AT&T ILLINOIS' employee must inform the End User that he or she is acting on behalf of MCI_m. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that AT&T ILLINOIS was acting on behalf of MCI_m.
- 14.3 AT&T ILLINOIS' technicians will direct MCI_m's End Users to contact MCI_m if MCI_m's End User requests a change in service at the time of installation.
- 14.4 AT&T ILLINOIS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCI_m's approval prior to commencing construction under an order for such service.

15. ORDER DUE DATE

- 15.1 When a MCI_m submits an LSR, MCI_m will specify a desired Due Date (DDD) and AT&T ILLINOIS will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.
- 15.2 If expedited service is requested, MCI_m will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. AT&T ILLINOIS will not complete the order prior to the DD or later than the DD unless authorized by MCI_m.
- 15.3 MCI_m will follow the escalation process documented on AT&T ILLINOIS' web sites (AT&T ILLINOIS' web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. AT&T ILLINOIS will notify MCI_m of any modifications to these contacts one (1) week in advance of such modifications.

16. REPAIR AND MAINTENANCE REQUIREMENTS

- 16.1 AT&T ILLINOIS will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.

16.2 AT&T ILLINOIS will provide maintenance for all Resale services on a nondiscriminatory basis.

16.3 AT&T ILLINOIS' technicians will provide repair service on a nondiscriminatory basis.

17. INTENTIONALLY OMITTED

18. INTERCOMPANY COMMUNICATIONS

18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by AT&T ILLINOIS' Network Management Service Center ("NMSC"), and will utilize MCI's Network Management Center ("NMC") or other identified contacts listed in the Profile (for AT&T ILLINOIS the document used is the "AT&T13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCI's End User. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's Customer Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCI's End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19. EMERGENCY RESTORATION

19.1 AT&T ILLINOIS' NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCI reports trouble to the LOC, the LOC will notify MCI of:

19.1.1 establishment of AT&T ILLINOIS' LOC as the single point of contact to provide MCI with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and

19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

20. INTENTIONALLY OMITTED

21. INTENTIONALLY OMITTED

22. ESCALATION PROCEDURES

22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCI's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For AT&T ILLINOIS, MCI acknowledges that the

LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

23. PREMISES VISIT PROCEDURES

23.1 AT&T ILLINOIS' Maintenance of Service Charges, when applicable, will be billed by AT&T ILLINOIS to the MCI, and not to MCI's End Users.

23.1.1 Dispatch of AT&T ILLINOIS' technicians to MCI's End User premises shall be accomplished pursuant to a request received from MCI. Additional dispatching of AT&T ILLINOIS' technicians may occur when AT&T ILLINOIS detects network trouble during routine maintenance.

23.1.2 Intentionally Omitted

23.1.3 If a trouble cannot be cleared without access to MCI's End User's premises and the End User is not at home, the technician will leave a non-branded "no access" card requesting that the End User call MCI for rescheduling of repair.

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

24.1 AT&T ILLINOIS will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCI in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

25. INSIDE WIRE MAINTENANCE SERVICE

25.1 AT&T ILLINOIS shall offer for resale inside wire maintenance service only pursuant to a separately executed Wholesale Inside Wire Plan Resale Agreement.

APPENDIX RIGHTS OF WAY

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. STRUCTURE AVAILABILITY 5

4. APPLICATION PROCESS 7

5. MAKE-READY WORK..... 9

6. INSTALLATION AND MAINTENANCE RESPONSIBILITIES..... 10

7. UNUSED SPACE 11

8. MAINTENANCE DUCTS 11

9. OTHER ARRANGEMENTS 11

10. TERM AND TERMINATION OF PERMIT 122

11. NONCOMPLIANCE..... 13

12. INSPECTIONS 14

13. DAMAGE TO ATTACHMENTS 14

14. CHARGES 155

15. NONDISCRIMINATION..... 15

16. JOINING OF ATTACHMENTS..... 15

17. COST IMPUTATION 15

18. ABANDONMENT, SALES, OR DISPOSITIONS 15

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by AT&T ILLINOIS to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 The prices at which AT&T ILLINOIS agrees to provide MCIIm with ROW are contained in the applicable Appendix Pricing.

2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by AT&T ILLINOIS, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 2.4 Approved Vendor. A vendor who is qualified by AT&T ILLINOIS for installation, maintenance, and/or repair. AT&T ILLINOIS shall not unreasonably withhold approval of vendors.
- 2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".
- 2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.
- 2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within AT&T ILLINOIS' conduit system.

- 2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other AT&T ILLINOIS structures (such as huts and cabinets) which branch off from or are connected to AT&T ILLINOIS conduit. In this Appendix, the term refers to conduit systems owned or controlled by AT&T ILLINOIS.
- 2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.
- 2.13 Licensee. The term "licensee" refers to MCIIm which has entered or may enter into an agreement or arrangement with AT&T ILLINOIS permitting MCIIm to place its facilities in AT&T ILLINOIS' conduit system or attach its facilities to AT&T ILLINOIS' poles or anchors. Licensee and MCIIm may be used interchangeably throughout this Appendix.
- 2.14 Intentionally Omitted.
- 2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by AT&T ILLINOIS prior to the date of this Agreement.
- 2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T ILLINOIS' conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIIm's facilities and not to meet AT&T ILLINOIS' business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T ILLINOIS' facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIIm's facilities.
- 2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

- 2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”
- 2.19 Occupancy. The term “occupancy” shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 2.20 Permit. Shall mean written permission granted by AT&T ILLINOIS to MCI to construct and operate its attachment at the locations of AT&T ILLINOIS Structure(s).
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by AT&T ILLINOIS), and does not include utility poles or anchors with respect to which (AT&T ILLINOIS has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.
- 2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCI's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCI's facilities.
- 2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by AT&T ILLINOIS which is not used or suitable for distribution facilities such as business offices or corporate offices.

3. STRUCTURE AVAILABILITY

- 3.1 AT&T ILLINOIS shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along AT&T ILLINOIS' distribution network that are owned or controlled by AT&T ILLINOIS (individually and collectively, “Structure”) for the placement of MCI's wires, cables and related facilities (individually and collectively, “attachments”).
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCI may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T ILLINOIS' poles, conduits and ducts.

- 3.3 AT&T ILLINOIS will not make Structure available:
- 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;
 - 3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
 - 3.3.3 Before denying a request for access based upon Insufficient Capacity, AT&T ILLINOIS will, in good faith explore potential accommodations with MCI. If AT&T ILLINOIS denies a request by MCI for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T ILLINOIS will provide MCI a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.
 - 3.3.4 In the case of pole attachments, AT&T ILLINOIS shall, consistent with prudent engineering and design standards and practices, and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for MCI's use without replacement of the pole whenever possible.
- 3.4 Franchises, Permits and Licenses
- 3.4.1 MCI shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the AT&T ILLINOIS Structure it uses.
 - 3.4.2 Permits granted by AT&T ILLINOIS under this attachment authorize MCI to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by AT&T ILLINOIS but do not affect the rights of landowners to control terms and conditions of access to their property.
 - 3.4.3 AT&T ILLINOIS shall issue to MCI one or more licenses authorizing MCI to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by AT&T ILLINOIS located within this State on a first come, first served basis. If AT&T ILLINOIS determines that the pole, conduit or duct space specifically requested by MCI is necessary to meet AT&T ILLINOIS' present needs or is licensed by AT&T ILLINOIS to another licensee, AT&T ILLINOIS shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCI's facilities will enter and exit AT&T ILLINOIS' conduit system and the specific location and manner of installation for any associated equipment which is permitted by AT&T ILLINOIS to occupy the conduit system or right-of-way, provided that AT&T ILLINOIS shall provide written notice to MCI within forty-five (45) days following MCI's request specifying in detail the reasons for denying MCI's request. If MCI disagrees with AT&T ILLINOIS' determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.

3.4.4 Licenses Required

3.4.4.1 Before placing any facilities in AT&T ILLINOIS' conduits or ducts or attaching any facilities to AT&T ILLINOIS' poles, anchors or anchor/guy strands, MCI must first apply for and receive a written license from AT&T ILLINOIS. AT&T ILLINOIS shall not unreasonably deny or delay issuance of any license, and in any event, AT&T ILLINOIS shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, AT&T ILLINOIS shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

3.5 If MCI request access to an AT&T ILLINOIS Right-of-Way where AT&T ILLINOIS has no existing Structure, AT&T ILLINOIS shall not be required to construct new poles, conduits or ducts, or to bury cable for MCI but will be required to make the Right-of-way available to MCI to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AT&T ILLINOIS desires to extend its own attachments, AT&T ILLINOIS will construct Structure to accommodate MCI's attachments.

4. APPLICATION PROCESS

4.1 Provision of Records

4.1.1 In order to obtain information regarding facilities, MCI shall make a written request to AT&T ILLINOIS, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, AT&T ILLINOIS shall provide MCI with information regarding the types, quantity and location (which may be provided by provision of route maps) of AT&T ILLINOIS poles, conduit and right-of-way located within the geographic area specified by MCI within twenty (20) Business Days. Provision of information herein shall include the right of MCI employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCI's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.

4.1.2 For any information that is readily available, AT&T ILLINOIS shall use its best efforts to produce said information within five (5) days of the written requests. MCI may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T ILLINOIS shall provide MCI at least forty-eight (48) hours' notice prior to initiating such field survey. MCI employees or agents shall be permitted to enter AT&T ILLINOIS manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to AT&T ILLINOIS, with an AT&T ILLINOIS representative present and at MCI's expense.

4.1.3 AT&T ILLINOIS will provide MCI, at MCI's request and expense, with access to maps, records and additional information relating to its Structure; provided that AT&T ILLINOIS may redact any Proprietary

Information (of AT&T ILLINOIS or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCI. Upon request, AT&T ILLINOIS will meet with MCI to clarify matters relating to maps, records or additional information. AT&T ILLINOIS does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCI and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

4.2.1 Any request by MCI for access to AT&T ILLINOIS' Structure shall be in writing and submitted to AT&T ILLINOIS' Structure Access Center, who shall be MCI's single point of contact for all matters relating to MCI's access to AT&T ILLINOIS' Structure. Each MCI's attachment to AT&T ILLINOIS's Structure shall be pursuant to a permit issued by AT&T ILLINOIS for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T ILLINOIS' Structure, administration of the process of delivery of access to AT&T ILLINOIS' Structure and for all other matters relating to access to AT&T ILLINOIS' Structure. MCI may obtain copies of forms and contact information for the AT&T ILLINOIS region via the Structure Access Coordinator at 281-878-5500.

4.3 Pre-permit (Field) Survey

4.3.1 After MCI has submitted its written application for a license, a pre-permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether AT&T ILLINOIS' poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCI's facilities, without substantially interfering with the ability of AT&T ILLINOIS or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of AT&T ILLINOIS' conduit system or facilities attached to AT&T ILLINOIS' pole or placed within or connected to AT&T ILLINOIS' conduit system. If MCI gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCI's expense.

4.3.2 Based on information provided by AT&T ILLINOIS, MCI shall determine whether AT&T ILLINOIS' pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCI's needs.

4.3.3 AT&T ILLINOIS may not unreasonably refuse to continue to process an application based on AT&T ILLINOIS' determination that MCI's proposed use of AT&T ILLINOIS' facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCI acknowledges that AT&T ILLINOIS is not explicitly or implicitly warranting to MCI that MCI's proposed use of AT&T ILLINOIS' facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 4.4 Notice of Environmental, Health, and Safety Inspections
 - 4.4.1 AT&T ILLINOIS shall provide MCI_m with reasonable notice of environmental, health and safety inspections that is equivalent to the information that AT&T ILLINOIS provides to its employees who access rights-of-way, conduits, and pole attachments.
- 4.5 Issuance of Licenses When No Make-Ready Work is Required
 - 4.5.1 If AT&T ILLINOIS determines that no make-ready work is required, AT&T ILLINOIS shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCI_m's application.

5. MAKE-READY WORK

- 5.1 Upon request, AT&T ILLINOIS shall permit MCI_m to conduct Make Ready Work itself or through an AT&T ILLINOIS Approved Vendor(s), if allowed by applicable union contracts.
 - 5.1.1 If AT&T ILLINOIS determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of the field survey. If MCI_m is not satisfied with AT&T ILLINOIS' due date for completion of make ready work, MCI_m may perform the make ready work itself or elect to have the work completed by an AT&T ILLINOIS approved contractor.
- 5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, AT&T ILLINOIS will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, AT&T ILLINOIS shall allow other attaching Parties, including AT&T ILLINOIS to modify their attachment(s).
- 5.3 The costs of modifying a Structure to accommodate MCI_m's request, an existing or prospective attaching Party's request, or the needs of AT&T ILLINOIS, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including AT&T ILLINOIS, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another

attaching Party, including MCI. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification.

- 5.4 All Modifications to AT&T ILLINOIS' Structure will be owned by AT&T ILLINOIS. MCI and other Parties, including AT&T ILLINOIS, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

6. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 6.1 Except where otherwise mutually agreed, MCI shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by AT&T ILLINOIS or by other attaching Parties. AT&T ILLINOIS will specify the location on the Structure where MCI's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCI shall construct each attachment in conformance with the permit issued by AT&T ILLINOIS for such attachment. Other than routine maintenance and service wire attachments, MCI shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCI shall provide AT&T ILLINOIS with notice before entering any Structure for construction or maintenance purposes.
- 6.2 Installation and Maintenance Standards
- 6.2.1 MCI's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.
- 6.3 Maintenance of MCI's Facilities
- 6.3.1 Each license granted under this attachment authorizes MCI to engage in maintenance of MCI's facilities located on or in AT&T ILLINOIS' poles, conduits, ducts and rights-of-way pursuant to such license. MCI shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCI shall give reasonable notice to AT&T ILLINOIS before performing any work.
- 6.4 Emergency Repairs and Pole Replacements
- 6.4.1 Intentionally Omitted.

- 6.4.2 MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

7. UNUSED SPACE

- 7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by AT&T ILLINOIS shall be available for the attachments of MCIm, AT&T ILLINOIS or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. AT&T ILLINOIS shall not reserve space on AT&T ILLINOIS Structure for the future need of AT&T ILLINOIS nor permit any other person to reserve such space. Notwithstanding the foregoing, MCIm may provide AT&T ILLINOIS with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8. MAINTENANCE DUCTS

- 8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, AT&T ILLINOIS shall provide maintenance ducts at no cost to MCIm. Maintenance ducts shall be made available to MCIm for maintenance purposes if it has a corresponding attachment. MCIm utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9. OTHER ARRANGEMENTS

- 9.1 Cost of Certain Modifications
- 9.1.1 If AT&T ILLINOIS is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. MCIm acknowledges that, from time to time, it may be necessary or desirable for AT&T ILLINOIS to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by AT&T ILLINOIS' business needs or by an authorized application or license of another entity seeking access to AT&T ILLINOIS' poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIm's attachment is required by AT&T ILLINOIS or another attaching Party, MCIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIm fails to move its attachment with the foregoing period, MCIm authorizes AT&T ILLINOIS to move such attachment at MCIm's expense.

10. TERM AND TERMINATION OF PERMIT

- 10.1 MCI's occupancy of Structure shall be pursuant to a permit issued by AT&T ILLINOIS for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:
- 10.1.1 Upon thirty (30) days written notice of termination by MCI.
- 10.1.2 If MCI's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.3 If MCI has not placed and put into service its attachments within 9 months from the date AT&T ILLINOIS has notified MCI that such Structure is available for MCI's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.1.4 If MCI ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.2 If AT&T ILLINOIS ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCI has attachments, AT&T ILLINOIS shall:
- 10.2.1 Provide MCI notice within ten (10) Business Days after AT&T ILLINOIS has knowledge of such fact and shall not require MCI to remove its attachments from such Structure prior to AT&T ILLINOIS' removal of its own attachments.
- 10.3 AT&T ILLINOIS will provide MCI with at least sixty (60) days written notice prior to:
- 10.3.1 Terminating a permit for an attachment or terminating service to MCI's attachment,
- 10.3.2 Any increase in the rates for attachments to AT&T ILLINOIS' Structure permitted by the terms of this Appendix, or
- 10.3.3 Any Modification to AT&T ILLINOIS' Structure to which MCI has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If MCI surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCI to so surrender such permit, AT&T ILLINOIS shall remove MCI's attachments at MCI's expense and without any liability on the part of the AT&T ILLINOIS for damage or injury to MCI's attachments unless caused by the negligence or intentional misconduct of AT&T ILLINOIS.
- 10.5 If AT&T ILLINOIS discovers that MCI has placed an attachment on AT&T ILLINOIS' Structure without a valid permit, AT&T ILLINOIS shall notify MCI of the existence of such unauthorized attachment and MCI shall pay to AT&T ILLINOIS within ten (10) Business Days after receipt of such notice an

- unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, MCI shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 10.7 In addition, MCI shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If MCI fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T ILLINOIS shall have the right to remove such unauthorized attachment from AT&T ILLINOIS' Structure at MCI's expense.

11. NONCOMPLIANCE

11.1 Notice of Noncompliance

11.1.1 If, at any time, AT&T ILLINOIS determines that MCI's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T ILLINOIS may send written notice to MCI specifying the alleged noncompliance. MCI agrees to acknowledge receipt of the notice as soon as practicable. If MCI does not dispute AT&T ILLINOIS' assertion that such facilities are not in compliance, MCI agrees to provide AT&T ILLINOIS with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T ILLINOIS in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

11.2.1 If MCI disputes AT&T ILLINOIS' assertion that MCI's facilities are not in compliance, MCI shall notify AT&T ILLINOIS in writing of the basis for MCI's assertion that its facilities are in compliance.

11.3 Failure to Bring Facilities into Compliance

11.3.1 If MCI has not brought the facilities into compliance within a reasonable time or provided AT&T ILLINOIS with proof sufficient to persuade AT&T ILLINOIS that AT&T ILLINOIS erred in asserting that the facilities were not in compliance, and if AT&T ILLINOIS determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to AT&T ILLINOIS' facilities or those of others users, AT&T ILLINOIS may, at its option and MCI's expense, take such steps as may be required to bring MCI's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, AT&T ILLINOIS must give MCI thirty (30) business days advance notice. If the steps taken are to be non-service affecting, AT&T ILLINOIS must give MCI fifteen (15) business days advance notice.

11.4 Correction of Conditions by AT&T ILLINOIS

11.4.1 AT&T ILLINOIS will, whenever practicable, notify MCI in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T ILLINOIS' schedule for performing the work.

11.4.2 If MCI's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T ILLINOIS manhole, AT&T ILLINOIS may, at MCI's expense, reattach them but shall not be obligated to do so. If AT&T ILLINOIS does not reattach MCI's facilities, AT&T ILLINOIS shall cooperate with MCI for the reattachment of any facilities affected.

11.4.3 AT&T ILLINOIS shall, as soon as practicable after performing the work, advise MCI in writing of the work performed or action taken. Upon receiving such notice, MCI may inspect the facilities, after notice to AT&T ILLINOIS, and take such steps as MCI may deem necessary to insure that the facilities meet MCI's performance requirements.

11.5 MCI to Bear Expenses

11.5.1 MCI shall bear all expenses arising out of or in connection with any work performed to bring MCI's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCI to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCI.

12. INSPECTIONS

12.1 AT&T ILLINOIS may make periodic inspections of any part of the attachments of MCI located on AT&T ILLINOIS Structure for the limited purpose of determining whether MCI's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, AT&T ILLINOIS shall provide prior written notice to MCI of such inspections and MCI shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCI.

13. DAMAGE TO ATTACHMENTS

13.1 Both MCI and AT&T ILLINOIS will exercise precautions to avoid damaging the attachments of the other or to any AT&T ILLINOIS Structure to which MCI obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

14. CHARGES

- 14.1 AT&T ILLINOIS' charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act and in compliance with applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. AT&T ILLINOIS reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T ILLINOIS reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.
- 14.2 Advance payment of 50% (fifty percent) of the total amount shall be required from MCIIm for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15. NONDISCRIMINATION

- 15.1 Access to AT&T ILLINOIS owned or controlled Structure under this Appendix shall be provided to MCIIm on a basis that is nondiscriminatory to that which AT&T ILLINOIS provides its Structure to itself, its affiliates, customers, or any other person.

16. JOINING OF ATTACHMENTS

- 16.1 Upon request by MCIIm, AT&T ILLINOIS will permit the joining of ducts or conduits owned by MCIIm in AT&T ILLINOIS manholes.

17. COST IMPUTATION

- 17.1 AT&T ILLINOIS will impute costs consistent with the rules under Section 224 (g) of the Act.

18. ABANDONMENT, SALES, OR DISPOSITIONS

- 18.1 AT&T ILLINOIS shall notify MCIIm of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, AT&T ILLINOIS shall condition the sale or other disposition to include and incorporate the rights granted to MCIIm hereunder.

APPENDIX WHITE PAGES (WP)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICE PROVIDED 3

3. USE OF SUBSCRIBER LISTING INFORMATION..... 4

4. PRICING..... 4

APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for White Pages Directory Services provided by AT&T ILLINOIS to MCI. The terms and conditions for White Pages Directory Services being provided for MCI's resale end user customers are set forth in Appendix Resale.

2. SERVICE PROVIDED

- 2.1 AT&T ILLINOIS publishes alphabetical White Pages (WP) directories for its geographic local service areas. MCI provides local exchange telephone service and wishes to include listing information for its end users in the appropriate AT&T ILLINOIS WP directories.
- 2.2 MCI also desires distribution to its end users of the WP directories that include listings of MCI's end users.
- 2.3 AT&T ILLINOIS will include in appropriate WP directories the primary alphabetical listings of all MCI end users located within the local directory scope.
- 2.4 When MCI provides its subscriber listing information to AT&T ILLINOIS listings database, MCI will receive for its end user, one primary listing in AT&T ILLINOIS WP directory and a listing in AT&T ILLINOIS' directory assistance database.
- 2.5 MCI shall furnish to AT&T ILLINOIS, in a form acceptable to both Parties, subscriber-listing information pertaining to MCI end users located within the local directory scope, along with such additional information as AT&T ILLINOIS may require to prepare and print the alphabetical listings of said directory. MCI will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an MCI end user. MCI must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.
- 2.6 MCI may provide its subscriber listing information to AT&T ILLINOIS for inclusion in the WP directory via either a mechanical or manual feed of the listing information to AT&T ILLINOIS' directory listing database. MCI agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix.
- 2.6.1 Upon MCI's request sixty (60) calendar days prior to the directory close date for a particular directory, AT&T ILLINOIS shall make available to MCI forty-five (45) calendar days prior to the directory close date for that directory, either electronically or manually its subscriber listings as such listings are to appear in the directory. AT&T ILLINOIS will accept standing requests for this report. MCI shall review this listing information and shall submit to AT&T TEXAS any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 DIRECTORIES
- 2.7.1 AT&T ILLINOIS shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to MCI's end user customers pursuant to terms and conditions agreed to by the publishing affiliate and MCI.
- 2.7.2 Intentionally Omitted

- 2.7.3 AT&T ILLINOIS has no obligation to warehouse WP directories for MCIIm or provide WP directories to MCIIm's end users subsequent to the annual distribution of newly published directories.
- 2.7.4 MCIIm may arrange for additional directory distribution and other services with AT&T ILLINOIS' directory publishing affiliate.
- 2.8 AT&T ILLINOIS shall direct its directory publishing affiliate to offer MCIIm the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where MCIIm is certified to provide local service), information provided by MCIIm for MCIIm's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T ILLINOIS and other LECs. AT&T ILLINOIS' directory publishing will include such MCIIm information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and MCIIm and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T ILLINOIS.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T ILLINOIS agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include MCIIm's subscriber listing information in an area directory, and to handle MCIIm's subscriber listing information in the same manner as AT&T ILLINOIS' subscriber listing information. In exchange for AT&T ILLINOIS serving as the single point of contact and handling all subscriber listing information equally, MCIIm authorizes AT&T ILLINOIS to include and use MCIIm subscriber listing information provided to AT&T ILLINOIS pursuant to this Appendix in AT&T ILLINOIS' WP directory, AT&T ILLINOIS' directory assistance databases, and to provide MCIIm subscriber listing information to directory publishers. Included in this authorization is release of MCIIm listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3). Also included in this authorization is AT&T ILLINOIS' use of MCIIm's subscriber listing information in AT&T ILLINOIS' directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T ILLINOIS further agrees not to charge MCIIm for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of MCIIm's subscriber list information to directory publishers, MCIIm agrees that it will receive no compensation for AT&T ILLINOIS' receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such MCIIm subscriber list information shall be intermingled with AT&T ILLINOIS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T ILLINOIS.
- 3.3 Each time a third party publisher requests MCIIm's listings, MCIIm shall not be required to submit a letter of authorization.

4. PRICING

- 4.1 Intentionally Omitted.
- 4.2 Where a MCIIm end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T ILLINOIS will assess MCIIm a charge for such listings in accordance with Appendix Pricing. An additional charge applies when MCIIm wishes to list an end user in AT&T ILLINOIS directory assistance database but does not wish to have its end-user listed in AT&T ILLINOIS' WP directory. In addition, for those MCIIm end users served by MCIIm via AT&T ILLINOIS unbundled switch port, MCIIm may elect to have its end user unlisted and the listing not published in AT&T ILLINOIS' WP directory for those nonpublished, nonlisted services at rates in accordance with Appendix Pricing.

APPENDIX LINE SPLITTING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. GENERAL TERMS AND CONDITIONS 4

4. AUTHORIZED ADVANCED SERVICES PROVIDER 5

5. LOOP OFFERING 6

6. INTENTIONALLY OMITTED 6

7. PROVISIONING 6

8. SERVICE QUALITY AND MAINTENANCE 7

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES 8

10. LINE SPLITTING TURN-UP TESTING PROCEDURES 8

11. SPECTRUM MANAGEMENT 8

12. PRICING 8

1. INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T ILLINOIS will provide MCIIm with access to UNEs (including the 2-wire xDSL Loop offering and the Unbundled Local circuit Switching port with Unbundled Shared Transport), pursuant to Appendix xDSL and Appendix UNE and other applicable terms and conditions under this Agreement, in a manner that allows MCIIm to engage in UNE Line Splitting in accordance with 47 C.F.R. §51.319(a)(1)(ii). In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T ILLINOIS shall support MCIIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to AT&T ILLINOIS Line Splitting processes and procedures result from final outcomes of the SBC 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T ILLINOIS and MCIIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 AT&T ILLINOIS shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.
- 2.8 "Line Splitting" is the process in which one CLEC (which may include MCIIm or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCIIm or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

- 2.8.1 UNE Line Splitting shall mean those instances where MCIIm provides the voice portion of a Line Splitting arrangement using an unbundled local circuit switching port with unbundled shared transport leased by MCIIm from AT&T ILLINOIS, if and as available under this Agreement. In such cases, MCIIm leases an unbundled local circuit switching port with unbundled shared transport and the entire UNE 2-wire xDSL Loop from AT&T ILLINOIS, and AT&T ILLINOIS will perform operational activities necessary to provide access to these UNEs in a manner that enables MCIIm and its Advanced Services Providers to engage in UNE Line Splitting over the 2-wire xDSL Loop.
- 2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a 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 a packet-switched network.

3. GENERAL TERMS AND CONDITIONS

- 3.1 When MCIIm is engaging in Line Splitting, MCIIm may combine the loop with unbundled Network Elements or Commingle the loop with wholesale services in accordance with the requirements of this Agreement, including Appendix UNE.
- 3.2 AT&T ILLINOIS will provide MCIIm with access to UNE to provide Line Splitting to deploy xDSL technologies. AT&T ILLINOIS will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T ILLINOIS does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 In addition, if MCIIm is providing voice service over the loop through the use of AT&T ILLINOIS' unbundled local circuit switching and unbundled shared transport elements, the customer's dial tone must originate from an AT&T ILLINOIS End Office switch where the arrangement is being requested.
- 3.6 Whenever MCIIm purchases an xDSL Loop, MCIIm shall control the entire loop spectrum.
- 3.7 Intentionally Omitted.
- 3.8 Intentionally Omitted.
- 3.9 When MCIIm engages in UNE Line Splitting, MCIIm is combining AT&T ILLINOIS provided UNEs with an MCIIm-provided Splitter (or a Splitter provided by its Advanced Services Providers) to create its own platform (as differentiated from the combination of UNEs-only provided by AT&T ILLINOIS described as a UNE-Platform ("UNE-P") in this Agreement). The unbundled Network Elements in a UNE Line Splitting arrangement continue to be treated and inventoried by AT&T ILLINOIS as stand-alone UNEs that are terminated to MCIIm's (or an Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement, AT&T ILLINOIS will reuse loop facilities unless the existing loop is not xDSL-capable. When

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

converting to a UNE Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), AT&T ILLINOIS will reuse the existing loop facility; provided, however, conversions from a line sharing arrangement to a UNE Line Splitting arrangement may only be made by MCI or its Advanced Services Providers in those instances where: (1) the existing data CLEC providing service over the HFPL at the time AT&T ILLINOIS retail POTS service is disconnected disconnects the HFPL after AT&T ILLINOIS' retail POTS service is disconnected; or (2) to the extent the existing data CLEC providing voice service over the HFPL elects to assume the full stand-alone xDSL Loop to continue to provide data service to the end-user customer, MCI has a line splitting arrangement in place with that existing data CLEC and the xDSL Loop is a 2-wire xDSL Loop.

- 3.10 Upon MCI's request, AT&T ILLINOIS shall convert an MCI UNE Platform combination provided by AT&T ILLINOIS to UNEs that may be used in a UNE Line Splitting arrangement or a Line Sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when MCI or its Advanced Services Provider provides a Splitter and DSLAM in its collocation space. MCI or its AASP shall make all cross-connections within its collocation space required to complete continuity between their CFA locations specified for connection by AT&T ILLINOIS. AT&T ILLINOIS shall be responsible for connecting the 2-wire xDSL Loop to the CFA specified by MCI (or its Advanced Services Provider). AT&T ILLINOIS shall also connect the unbundled local circuit switching element to the CFA specified by MCI (or its Advanced Services Provider).
- 3.11 Two cross connects are required when MCI engages in UNE Line Splitting (one cross connect for the unbundled local circuit switching port and one for the 2-wire xDSL loop). This is the same number of cross connects as that required when another CLEC (including AT&T ILLINOIS' advanced service affiliate) engages in Line Sharing using a CLEC-owned collocated Splitter as described in Appendix Line Sharing.
- 3.12 AT&T ILLINOIS will make available, and MCI will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.
- 3.13 AT&T ILLINOIS may not require MCI to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4. AUTHORIZED ADVANCED SERVICES PROVIDER

- 4.1 MCI may identify to AT&T ILLINOIS one or more CLECs as an authorized advanced services provider which is authorized by MCI to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCI ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCI acknowledges that the Advanced Services Provider is placing the order on MCI's behalf. Such an Advanced Services Provider shall submit orders on MCI's behalf using MCI's ACNA OCN and circuit facilities assignment ("CFA") information.

4.1.1 Intentionally Omitted.

4.1.2 Intentionally Omitted.

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC

- 4.2 Intentionally Omitted.
- 4.3 MCIIm is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.
- 4.4 Liability and Indemnification for unauthorized use of AT&T ILLINOIS' OSS is addressed in Appendix OSS.

5. LOOP OFFERING

- 5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIIm for Line Splitting, AT&T ILLINOIS shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED**7. PROVISIONING**

- 7.1 Intentionally Omitted.
- 7.2 Provisioning intervals for xDSL Loops utilized by MCIIm for Line Splitting are the same as those set forth in Appendix xDSL.
- 7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, AT&T ILLINOIS will abide by the outcome of any statewide collaboratives as set forth in Section 1.2 above.
- 7.4 Intentionally Omitted.
- 7.5 Intentionally Omitted.
- 7.6 Intentionally Omitted.
- 7.7 Intentionally Omitted.
- 7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to MCIIm, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to AT&T ILLINOIS' retail operations, to AT&T ILLINOIS' advanced services affiliate, or to any non-affiliated CLEC.
- 7.9 Intentionally Omitted.
- 7.10 Intentionally Omitted.
- 7.11 If connections to a collocation arrangement must be established or modified, then MCIIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8. SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 AT&T ILLINOIS will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.
 - 8.2.1 Intentionally omitted.
- 8.3 AT&T ILLINOIS is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T ILLINOIS provided equipment. Except as provided herein, MCIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
- 8.4 AT&T ILLINOIS and MCIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T ILLINOIS perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T ILLINOIS have any obligation to test, maintain, or repair an MCIm owned, physically collocated Splitter.
- 8.5 Procedures and Access. AT&T ILLINOIS will provide resolution of MCIm-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T ILLINOIS provides to other CLECs or any of its affiliates in ILLINOIS providing advanced services. When resolving such trouble tickets, AT&T ILLINOIS shall not rearrange or modify the Loop beyond the original service without prior notification to MCIm.
- 8.6 Mechanized Loop Testing
 - 8.6.1 When MCIm is leasing unbundled Local Circuit Switching in a Line Splitting arrangement, AT&T ILLINOIS will provide MCIm access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions.
- 8.7 When a Line Splitting problem is isolated as being in MCIm's Splitter and the end user customer wishes to restore voice service prior to the correction of the problem, MCIm shall make two attempts to resolve the problem by utilizing the CFA expedite process set forth in SBC ILLINOIS' Accessible Letter Number CLECAM04-032 dated February 5, 2004. If AT&T ILLINOIS does not correct the problem using the CFA expedite process by close of business on the next business day following MCIm's initial request, MCIm may request, and AT&T ILLINOIS shall provide, strap around from the UNE Switch Port to the cable pair of the xDSL Loop if the two CFA change attempts fail to restore the voice service.
- 8.8 When MCIm resolves the trouble condition in its equipment, MCIm will contact AT&T ILLINOIS to restore Line Splitting.

AT&T ILLINOIS/MCIMETRO ACCESS TRANSMISSION SERVICES LLC**9. SPLITTER OWNERSHIP AND RESPONSIBILITIES**

- 9.1 The Parties agree that AT&T ILLINOIS shall have no obligation to provide MCI with Splitters.
- 9.2 When MCI is physically collocating, Splitters shall be installed in MCI's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.
- 9.3 When MCI is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.
- 9.4 AT&T ILLINOIS shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

10. LINE SPLITTING TURN-UP TESTING PROCEDURES

- 10.1 AT&T ILLINOIS will visually inspect all Central Office cross connects placed in association with Line Splitting orders. AT&T ILLINOIS will verify that the correct telephone number from the UNE Switch Port is appearing at the cable pair associated with the xDSL Loop.

11. SPECTRUM MANAGEMENT

- 11.1 The Parties shall use spectrum management to manage the deployment in accordance with the standards set forth in Appendix xDSL of this Agreement.

12. PRICING

- 12.1 The applicable rates are as set forth in Appendix Pricing.

**ATTACHMENT FOR THE REMOVAL OF ALL OR
NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS (“RABT MMP”)**

1. INTRODUCTION

- 1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap (“RABT”) using a modified version of the standard maintenance process (“MMP”) for xDSL Loops and the High Frequency Portion of the Loop (“HFPL”). This process is available to MCIIm if the underlining loop or facility was not ordered using the Yellow Zone Process (YZP) as set forth In Attachment Yellow Zone Ordering Process of this Appendix xDSL.
- 1.2 Intentionally omitted.
- 1.3 AT&T ILLINOIS shall provide MCIIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in ILLINOIS providing advanced services and other CLECs.

2. INTENTIONALLY OMITTED

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING

- 3.1 To be eligible for RABT MMP, MCIIm shall have ordered an xDSL Loop or the HFPL on its original service order. After the service order has completed, MCIIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center (“LOC”) specifying the type of bridged tap Conditioning requested. Upon MCIIm’s request, the LOC will investigate and will address any AT&T ILLINOIS non-conditioning related reasons for any No Sync situation, or ensure MCIIm’s bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, AT&T ILLINOIS does not guarantee the synchronization of any loop.
- 3.2 Except as provided below, AT&T ILLINOIS shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in ILLINOIS providing advanced services or any third party.
- 3.2.1 In those instances where AT&T ILLINOIS determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T ILLINOIS, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T ILLINOIS will respond to MCIIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T ILLINOIS provides to its advanced services affiliate(s) in that same AT&T ILLINOIS state. AT&T ILLINOIS will advise MCIIm as soon as possible when AT&T ILLINOIS is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.
- 3.3 MCIIm shall pay AT&T ILLINOIS for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

- 4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and HFPL elsewhere in this Agreement.
- 4.2 MCI shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to AT&T ILLINOIS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCI is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to the opening of a trouble ticket for the RABT, MCI must verify that the problem is not MCI-related. If an RABT trouble ticket is opened, and it is later determined by AT&T ILLINOIS that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by AT&T ILLINOIS as a 'No Trouble Found' (NTF) and MCI shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.3.4(C)(1)(a) of the FCC No. 2; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.
- 5.2 MCI may open a trouble ticket for the RABT via the following two methods:
 - 5.2.1 By calling the LOC and opening a manual ticket with its specific Conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
 - 5.2.2 By opening an electronic bonding ticket. In such case, MCI shall request specific Conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

- 1. When Excessive Bridged Tap is present on the loop, the removal of all bridged tap.
 - 2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
 - 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T ILLINOIS LOC. Vendor meet procedures can be found in AT&T ILLINOIS' CLEC On-Line Handbook.
 - 4. It is MCI's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by AT&T ILLINOIS i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCI's trouble ticket, the trouble ticket will be returned to MCI for specific information.
 - 5. Any Conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops, and the HFPL, provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCI for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:

- 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop Length, AT&T ILLINOIS will use that designation and the initiation of the trouble ticket by MCI as approval for loop Conditioning and the loop will be conditioned by AT&T ILLINOIS. MCI will then be billed and shall pay the Conditioning charges set forth on the attached AT&T ILLINOIS RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by AT&T ILLINOIS.
- 5.3.2 Except as otherwise provided for herein, if MCI's trouble ticket is opened for the RABT Conditioning for a loop that is less than 12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T ILLINOIS will bill and MCI shall pay the Conditioning charges set forth on the attached, AT&T ILLINOIS RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement, for any Conditioning performed by AT&T ILLINOIS at MCI's request.
- 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T ILLINOIS LOC will notify MCI as soon as the trouble is closed, whether Conditioning has been performed or not.
- 5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that AT&T ILLINOIS shall charge and MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS (“RABT YZP”)

1. INTRODUCTION

- 1.1 This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap (“RABT”) using a modified version of the Yellow Zone Process (“YZP”), for xDSL Loops and the High Frequency Portion of the Loop (“HFPL”).
- 1.2 Intentionally Omitted.
- 1.3 AT&T ILLINOIS shall provide MCIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in ILLINOIS providing advanced services and other CLECs.

2. DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

- 2.1 “Minimum Qualifications” as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.
- 2.2 “Non-excessive bridged tap” as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.3 “No Sync situation” as used herein means that after the completion of a YZP service order, MCIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.4 “Removal of All or Non-Excessive Bridged Tap” (“RABT”) as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of Non-Excessive Bridged Tap as defined herein, in response to a request by MCIm.
- 2.5 “Sync Test” as used herein shall refer to the procedures used by MCIm, when MCIm’s provided test equipment, verifies there is communication, or “sync”, from MCIm’s collocated DSLAM to the last cable pair leaving the AT&T ILLINOIS Central Office to the End-User premises.

3. RABT YZP OFFERING

- 3.1 To be eligible for the RABT YZP, MCIm shall have ordered an xDSL Loop or HFPL on its original service order, using a generic loop ‘As Is’ specification code to identify the Loop that may require conditioning. All Local Service Requests (“LSRs”) for an xDSL Loop or HFPL shall be submitted with the Loop Specification Code or Loop Modification Type (“LMT”) designated for the YZP process.
- 3.2 MCIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.
- 3.3 Except as provided below, AT&T ILLINOIS will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in ILLINOIS providing advanced services, or any third party.

3.3.1 In those instances where AT&T ILLINOIS determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of AT&T ILLINOIS, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, AT&T ILLINOIS will respond to MCIm-referred RABT trouble tickets for xDSL Loops or the HFPL in parity with the repair intervals AT&T ILLINOIS provides to its advanced services affiliate in that same AT&T ILLINOIS state. AT&T ILLINOIS will advise MCIm as soon as possible when AT&T ILLINOIS is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.

3.4 MCIm shall pay AT&T ILLINOIS for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4. TESTING

4.1 AT&T ILLINOIS will not perform Line Sharing Turn-Up Testing prior to the completion of a HFPL ordered using the modified YZP process for the RABT.

4.2 Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.

4.3 MCIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to AT&T ILLINOIS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).

5. MAINTENANCE /SERVICE ASSURANCE

5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by AT&T ILLINOIS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in AT&T ILLINOIS as a 'No Trouble Found' (NTF). MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.2.6 of the FCC No. 2 Tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tarified rates are modified during the term of this Agreement.

5.2 MCIm may open a YZP-related trouble ticket for the RABT via the following two methods:

5.2.1 By calling the Local Operations Center. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. When Excessive Bridged Tap(s) is present on the loop: MCIm may request:
 - a. the removal of Excessive Bridged Tap(s); or
 - b. the Removal of All Bridged Tap(s).
 2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T ILLINOIS LOC. Vendor meet procedures can be found in AT&T ILLINOIS' CLEC On-Line Handbook.
 4. It is the MCIm's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by AT&T ILLINOIS i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
 5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing terms and conditions set forth elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCIm for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, AT&T ILLINOIS will use that YZP designation and the initiation of the trouble ticket by MCIm as approval for loop conditioning and the loop will be conditioned by AT&T ILLINOIS. MCIm will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T ILLINOIS RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by AT&T ILLINOIS.
 - 5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T ILLINOIS will bill and MCIm shall pay the appropriate RABT conditioning charges set forth on the attached, AT&T ILLINOIS RABT Pricing Schedule, for all conditioning performed by AT&T ILLINOIS via the RABT trouble ticket process.
 - 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T ILLINOIS LOC will notify MCIm as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for YZP trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that AT&T ILLINOIS will charge and that MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

APPENDIX XDSL

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS..... 3

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS..... 4

4. XDSL LOOP OFFERINGS..... 5

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT 7

6. PROVISIONING 8

7. MAINTENANCE 9

8. SPECTRUM MANAGEMENT 10

9. ACCEPTANCE TESTING 11

10. COOPERATIVE TESTING 13

11. RATES 14

12. INTENTIONALLY OMITTED 14

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING .. 14

1. INTRODUCTION

- 1.1 This Appendix xDSL sets forth the terms and conditions that AT&T ILLINOIS will offer xDSL Loops and xDSL Subloops to MCI in accordance with the FCC's Triennial Review Order and effective implementing rules, for MCI to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.
- 1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.
- 1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).
- 1.4 AT&T ILLINOIS shall provide MCI with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2. DEFINITIONS

- 2.1 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop as between the AT&T ILLINOIS Main Distribution Frame (MDF) and the terminal location serving the end-user customer, reported at parity with AT&T's advanced services affiliate and other CLECs. Any additional length attributed to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's location is not included in the calculation of Actual Loop Length.
- 2.2 "Conditioning" as used herein shall refer to the removal by AT&T ILLINOIS of load coils, Excessive Bridged Tap, and/or repeaters on an xDSL Loop or Subloop.
- 2.3 "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) or its equivalent, which may include the Intermediate Distribution Frame (IDF).
- 2.4 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.5 Intentionally Omitted.
- 2.6 "Non-standard xDSL-based Technology" is a loop technology that is not Presumed Acceptable for Deployment. Deployment of Non-standard xDSL-based Technologies are allowed as provided in this Appendix xDSL.

- 2.7 “Plan of Record” as used herein refers to AT&T ILLINOIS’ December 7, 1999 filing with the FCC, including any subsequent modifications or additions.
- 2.8 “Presumed Acceptable for Deployment” as used herein means an xDSL technology that complies with existing industry standards, has been successfully deployed by any 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 standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Exhibit A.
- 2.9 “Proof of Continuity” performed during Acceptance Testing 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. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as “Proof of Continuity” or “Continuity Test.”
- 2.10 “xDSL Loop” means a Local Loop transmission facility between a distribution frame (or its equivalent) in AT&T ILLINOIS’ Central Office and the loop demarcation point at an end user customer premise. “xDSL Loop” includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The ‘x’ in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.
- 2.11 “xDSL Subloop” is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T ILLINOIS’ outside plant and the demarcation point at an end user customer’s premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an AT&T ILLINOIS technician can access the copper at a terminal in AT&T ILLINOIS’ outside plant.

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

- 3.1 AT&T ILLINOIS agrees to provide xDSL Loops and Subloops for MCIm to deploy xDSL technologies Presumed Acceptable for Deployment or Non-standard xDSL Technology as defined in this Appendix xDSL. AT&T ILLINOIS will provision xDSL Loops and Subloops on a non-discriminatory basis and at a level at least equal in performance and quality with what it provides to itself, or to any of its affiliates in ILLINOIS providing advanced services. AT&T ILLINOIS will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T ILLINOIS does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 MCIm’s use of any AT&T ILLINOIS network element, or of its own equipment or facilities in conjunction with any AT&T ILLINOIS network element, will not materially interfere with or impair service over any facilities of AT&T ILLINOIS, or any of its affiliates in Illinois

providing advanced services or connecting carriers involved in AT&T ILLINOIS services, cause damage to AT&T ILLINOIS' plant, impair the privacy of any communications carried over AT&T ILLINOIS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T ILLINOIS may discontinue or refuse service if MCIIm violates this provision, provided that such termination of service will be limited to MCIIm's use of the element(s) causing the violation. AT&T ILLINOIS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIIm demonstrates that its use of the network element is not the cause of the network harm. If AT&T ILLINOIS does not believe MCIIm has made the sufficient showing of harm, or if MCIIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of this Agreement. Any claims of network harm by AT&T ILLINOIS must be supported with specific and verifiable supporting information.

- 3.3 AT&T ILLINOIS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, AT&T ILLINOIS will publish non-binding Technical Publications to communicate current standards and their application where required by Applicable Law.
- 3.4 Intentionally Omitted
- 3.5 The provision of xDSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of Excessive Bridged Taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of AT&T ILLINOIS' network and its existing services.
- 3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

4. xDSL LOOP OFFERINGS

- 4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIIm.
- 4.2 For each xDSL Loop described below, MCIIm will at the time of ordering, notify AT&T ILLINOIS as to the Power Spectrum Density (PSD) mask of the technology that MCIIm will deploy. If and when a change in PSD mask is made, MCIIm will immediately notify AT&T ILLINOIS. Likewise, AT&T ILLINOIS will disclose to MCIIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. AT&T ILLINOIS will use the PSD provided by MCIIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIIm shall provide AT&T ILLINOIS with a technical description of the technology including power masks for inventory purposes.
- 4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIIm 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 based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T ILLINOIS at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

- 4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and 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 the Appendix Pricing.
- 4.5 4-Wire xDSL Loop: A 4-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCI 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 based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Loop Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T ILLINOIS at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.6 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. 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. AT&T ILLINOIS has advised MCI, through the Accessible Letter or alternate process, which AT&T ILLINOIS central offices are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. MCI may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.
- 4.7 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T ILLINOIS outside plant and the demarcation point at an end user customer premises, as more specifically defined above, over which MCI may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or Excessive Bridged Tap(s). However, Conditioning on an existing xDSL Subloop is optional and will be performed by AT&T ILLINOIS at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.
- 4.7.1 The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

AT&T ILLINOIS shall not deny MCI's request to deploy any DSL technology that is Presumed Acceptable for Deployment by MCI, unless it has been demonstrated by AT&T ILLINOIS to the Commission in accordance with FCC orders that MCI's deployment of the specific DSL technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service from a user's perspective as caused by technology. In the event that MCI wishes to introduce a new 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, MCI shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. 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. In the event that MCI wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCI will provide documentation describing that action to AT&T ILLINOIS and the Commission before or at the time of its request to deploy such technology within AT&T ILLINOIS. 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. In the event that AT&T ILLINOIS rejects a request by MCI for provisioning of advanced services, AT&T ILLINOIS will disclose to MCI information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 Intentionally Omitted.

5.1.2 If MCI can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T ILLINOIS will not deny MCI's right to deploy new loop technologies that do not conform to the industry 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).

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T ILLINOIS will provide a loop to support the new technology for MCI as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T ILLINOIS, then AT&T ILLINOIS will provide MCI an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.

5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T ILLINOIS, the Parties shall expend diligent efforts to arrive at an

agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

- 5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party 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 a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

6. PROVISIONING

- 6.1 AT&T ILLINOIS will not guarantee that the xDSL loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCIm requested testing by AT&T ILLINOIS beyond these parameters would be billed on a time and materials basis at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a). For loops under 12,000 feet in Actual Loop Length, AT&T ILLINOIS will remove load coils, repeaters, and/or Excessive Bridged Taps at no charge to MCIm. Provisioning shall include Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length and any Conditioning requested by MCIm for loops 12,000 feet in Actual Loop Length or greater.
- 6.2 AT&T ILLINOIS shall provide Acceptance and Cooperative Testing as outlined in Section 9 of this Appendix xDSL.
- 6.3 MCIm shall designate, at MCIm's sole option, what Conditioning AT&T ILLINOIS is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitance and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.4 The provisioning and installation interval for xDSL-capable loops 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 Loop) on orders for 1-20 loops per order or per end user customer location, will be three to five (3-5) business days, or the provisioning and installation interval applicable to AT&T ILLINOIS' tariffed xDSL-based services, or any of its affiliates in Illinois providing advanced services, whichever is shorter.
- 6.5 The provisioning and installation intervals for xDSL 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 ten (10) business days, or the provisioning and installation interval applicable to (i) AT&T ILLINOIS' tariffed xDSL-based services or; (ii) any of its affiliates in ILLINOIS providing advanced services xDSL-based services where Conditioning is required, whichever is shorter. In the event MCIm's end user customer require Conditioning during non-working hours, the due date

may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a).

- 6.6 Orders for more than 20 xDSL Loops per order or per end user customer location, where no Conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCI's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in Section 9.4.2 below.
- 6.7 Orders for more than 20 xDSL Loops per order which require Conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 6.8 Subsequent to the initial order for an xDSL Loop or xDSL Subloop, additional Conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify Conditioning are received for a pending xDSL 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.
- 6.9 MCI, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL Loop when used to provision ADSL over a DSL Loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. MAINTENANCE

- 7.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops that are 12,000 feet in Actual Loop Length or greater will only be provided on a time and material basis at the rates referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a). On xDSL Loops where MCI has requested that no Conditioning be performed, AT&T ILLINOIS' maintenance will be limited to verifying loop suitability based on POTS design criteria. For xDSL Loops having had partial or extensive Conditioning performed at MCI's request, AT&T ILLINOIS will verify continuity, the completion of all requested Conditioning, and will repair at no charge to MCI any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For xDSL Loops under 12,000 feet in Actual Loop Length, AT&T ILLINOIS will remove load coils, repeaters, and Excessive Bridged Taps at no charge to MCI.
- 7.2 AT&T ILLINOIS shall provide, on a nondiscriminatory basis, physical loop test access points to MCI through a cross-connection to MCI's collocation space, for the purpose of testing, maintaining, and repairing copper xDSL Loops and copper xDSL Subloops.
- 7.3 AT&T ILLINOIS and MCI agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. MCI may request cooperative testing. If trouble occurs with unbundled Network Elements provided by AT&T ILLINOIS, MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in AT&T ILLINOIS' equipment and/or facilities, MCI will issue a trouble ticket to AT&T ILLINOIS.

- 7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of a unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a).
- 7.5 Intentionally Omitted.
- 7.6 Repair Intervals: AT&T ILLINOIS will provide resolution of MCIm-referred trouble tickets for xDSL Loops at parity with the interval AT&T ILLINOIS provides itself, other CLECs or any of its affiliates in ILLINOIS providing advanced services, and pursuant to the terms and conditions set forth below.
- 7.7 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T ILLINOIS to resolve a MCIm-initiated xDSL Loop trouble ticket or a trouble identified by AT&T ILLINOIS, AT&T ILLINOIS, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an xDSL Loop currently in service and AT&T ILLINOIS determines that an LST can be performed, AT&T ILLINOIS will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that AT&T ILLINOIS elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T ILLINOIS network-related problem, then MCIm will not be charged the LST rate or for AT&T ILLINOIS' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an AT&T ILLINOIS network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8. SPECTRUM MANAGEMENT

- 8.1 AT&T ILLINOIS agrees that MCIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If AT&T ILLINOIS initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.
- 8.2 AT&T ILLINOIS agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T ILLINOIS will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. AT&T ILLINOIS will not use Selective Feeder Separation (SFS). AT&T ILLINOIS has opened binder groups to all xDSL services and all xDSL providers, and will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). AT&T ILLINOIS may not segregate xDSL technologies into designated binder groups without specific Commission or FCC review and approval, or approved industry standard. AT&T ILLINOIS shall not deny MCIm a loop based upon spectrum management issues in the absence of review and approval

from the Commission(s). In all cases, AT&T ILLINOIS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by AT&T ILLINOIS as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T ILLINOIS and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of spectrum management, AT&T ILLINOIS will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by MCIm to AT&T ILLINOIS. Upon request from MCIm, AT&T ILLINOIS will disclose within 3-5 business days spectrum management information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant. If there is any dispute between the Parties with respect to this Section, AT&T ILLINOIS will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

8.3 In the event that a loop technology without industry standards for spectrum management is deployed, AT&T ILLINOIS, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. AT&T ILLINOIS will assign the local loop consistent with the agreed-to spectrum management standards.

8.3.1 In the event that a relevant Commission, the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, AT&T ILLINOIS and MCIm shall comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies and shall negotiate any conforming modifications which may be needed to this Appendix.

8.3.2 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the applicable Commission(s) or FCC, then AT&T ILLINOIS and/or MCIm, must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

9. ACCEPTANCE TESTING

9.1 Intentionally Omitted

9.2 Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCI_m should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 Acceptance Testing Procedure:

9.3.1 Upon delivery of a loop to/for MCI_m, AT&T ILLINOIS' field technician will call the LOC and the LOC tester will call a toll free number provided by MCI_m so MCI_m can initiate performance of a series of Acceptance Tests.

9.3.1.1 For IDSL or 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the AT&T ILLINOIS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 For IDSL or 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T ILLINOIS field technician will not perform a short or open circuit due to technical limitations.

9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCI_m will provide AT&T ILLINOIS with a confirmation number and AT&T ILLINOIS will complete the order. MCI_m will be billed and shall pay for the Acceptance Test at the applicable rates as referenced in section 9.4.2 below.

9.3.2.1 AT&T ILLINOIS will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCI_m when MCI_m cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T ILLINOIS may then close the order utilizing existing procedures, document the time and reason, and may bill MCI_m and MCI_m shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, referenced in section 9.4.2 below.

9.3.3 If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCI_m 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 MCI_m representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T ILLINOIS will re-contact the MCI_m representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCI_m will provide AT&T ILLINOIS with a confirmation number and AT&T ILLINOIS will complete the order. If MCI_m xDSL service does not function as desired, yet test parameters are met, AT&T ILLINOIS will still close the order. AT&T ILLINOIS will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCI_m and AT&T ILLINOIS agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCI_m agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AT&T ILLINOIS agrees that should MCI_m open a trouble ticket and an AT&T ILLINOIS network fault be found by standard testing

procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an AT&T ILLINOIS fault), AT&T ILLINOIS, upon MCIIm request, will adjust MCIIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Intentionally Omitted.

9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from AT&T ILLINOIS error as determined through standard testing procedures, MCIIm will be credited for the cost of the Acceptance Test. Additionally, MCIIm may request AT&T ILLINOIS to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

9.4.1 MCIIm will be billed for Acceptance Testing of this Appendix for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing.

9.4.2 MCIIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T ILLINOIS technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Sections 13.3.4 (c)(1)(a) of FCC No. 2; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

10. COOPERATIVE TESTING

10.1 Intentionally Omitted.

10.2 Should MCIIm desire Cooperative Testing it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

10.3 If the trouble ticket was opened without a request for Cooperative Testing, and MCIIm 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.

10.4 Cooperative Testing Procedure

10.4.1 The AT&T ILLINOIS field technician will call the LOC and the LOC will contact MCIIm for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

- 10.4.2 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 and the LOC will bill and MCI will pay for the cooperative testing as referenced in section 9.4.2 above.
- 10.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with MCI 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 MCI 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 LOC will contact MCI for another cooperative testing.
- 10.4.4 AT&T ILLINOIS will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCI when MCI cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T ILLINOIS may then close the order utilizing existing procedures, document the time and reason, and may bill MCI and MCI shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as referenced in section 9.4.2.

11. RATES

- 11.1 See Appendix Pricing. Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length are at no charge.

12. INTENTIONALLY OMITTED

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 13.1 General: AT&T ILLINOIS will provide MCI with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in its Plan of Record. Loop makeup data will be provided as set forth below. MCI will be given nondiscriminatory access to the same loop makeup information that AT&T ILLINOIS is providing any other CLEC and/or AT&T ILLINOIS' retail operations or its advanced services affiliate in Illinois
- 13.2 Intentionally Omitted.
- 13.3 Loop Qualification: Subject to Section 13.1 above, AT&T ILLINOIS' uniform GUI (e.g., Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based or other advanced services) and application to application OSS interfaces allow MCI, as well as AT&T ILLINOIS' retail operations or its advanced services affiliate(s), to have near real time electronic access to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual. AT&T ILLINOIS shall also provide MCI with access to electronic loop qualification information during the preorder process, at no charge. However, if MCI submits a service order the appropriate loop qualification charges set forth in the Appendix Pricing shall apply.
- 13.4 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop

makeup data through the OSS enhancements described above will return information in all fields described in SBC's Plan of Record when such information is contained in AT&T ILLINOIS' electronic databases. MCIIm will be billed and shall pay a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

- 13.5 Manual Loop Qualification: Manual loop qualification includes all fields as described in SBC-ILLINOIS' Plan of Record, when available. MCIIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule.
- 13.6 Both categories of Loop qualification (mechanized and manual) are subject to the following:
- 13.6.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in Actual Loop Length, Conditioning to remove these elements will be performed without request and at no charge to MCIIm.
- 13.6.2 If MCIIm elects to have AT&T ILLINOIS provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be not more than three (3) business days, or the interval provided to any of its affiliates in AT&T ILLINOIS providing advance services, whichever is less.
- 13.6.3 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that Conditioning is available on a loop that is 12,000 feet in actual loop length or greater, MCIIm may request that none of the recommended loop Conditioning be performed or that AT&T ILLINOIS perform some or all of the recommended loop Conditioning to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Pricing Schedule.
- 13.7 Where actual loop make-up information is not available, AT&T ILLINOIS will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA.
- 13.8 The Parties agree that in accordance with FCC requirements and Advanced Services POR collaboratives, AT&T ILLINOIS will provide MCIIm with non-discriminatory access to AT&T ILLINOIS' loop make-up information as set forth in this section 13.8. The loop qualification data elements provided by AT&T ILLINOIS shall be provided at parity with what AT&T ILLINOIS provides itself, any of its affiliates in ILLINOIS providing advanced services and other CLECs and shall include but not limited to the following fields:
- 13.8.1 Loop length
- 13.8.2 Loop length by segment
- 13.8.3 Length by gauge
- 13.8.4 26 gauge equivalent loop length (calculated)
- 13.8.5 Presence of load coils
- 13.8.6 Quality of load coils (if applicable)
- 13.8.7 Presence of bridged taps
- 13.8.8 Length of bridged taps (if applicable)
- 13.8.9 Presence of pair gain devices, DLC, and/or DAML
- 13.8.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)
- 13.8.11 Presence of repeaters
- 13.8.12 Location of repeaters

- 13.8.13 Type of repeaters
- 13.8.14 Quantity of repeaters
- 13.8.15 Type of Plant (aerial or buried)
- 13.8.16 Type of Loop (copper or fiber)
- 13.8.17 Portion that is copper or fiber
- 13.8.18 Length that is copper or fiber
- 13.8.19 Availability of spare facilities
- 13.8.20 Quantity of bridged tap by occurrence
- 13.8.21 Location of bridged tap by occurrence
- 13.8.22 Quantity of Low pass filters
- 13.8.23 Location of Low pass filters
- 13.8.24 Quantity of Range extenders
- 13.8.25 Location of Range extenders
- 13.8.26 Number of gauge changes
- 13.8.27 Location of pair gain devices
- 13.8.28 Location of DLC
- 13.8.29 Quantity of DLCs
- 13.8.30 Location of RSU (Remote Switching Unit)
- 13.8.31 Type of RSU (Remote Switching Unit)
- 13.8.32 Resistance Zone

Exhibit A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Exhibit A are Presumed Acceptable for Deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	ATIS T1.413 1998 (Issue 2), T1.423, ITU 992.1
SHDSL	ATIS T1.422, ITU G.991.2
SDSL	(2B1Q) ITU 991.1
IDSL	ATIS T1.601
HDSL	ATIS TR28/ITU 991.1
HDSL2	ATIS T1.418
VDSL	ATIS T1.424
RADSL	no national standard
MVL	no national standard
G.Lite	ATIS T1.419/ITU G.991.2

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by AT&T ILLINOIS.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)

1. INTRODUCTION

- 1.1 This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCI's option, applies to xDSL Loops, and the High Frequency Portion of the Loop ("HFPL") as applicable, which are central office DSLAM-based only with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with AT&T ILLINOIS' hybrid copper/fiber architecture (e.g., SBC's Broadband Service offering(s) or any successor offering(s).
- 1.2 Intentionally Omitted.
- 1.3 MCI may use AT&T ILLINOIS' Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").
- 1.4 AT&T ILLINOIS shall provide MCI with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in ILLINOIS providing advanced services and other CLECs.

2. DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment YZP.

- 2.1 "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.2 "Sync Test" as used herein shall refer to the procedures used by MCI, when MCI's provided test equipment, verifies there is communication, or "sync", from MCI's collocated DSLAM to the last cable pair leaving the AT&T ILLINOIS Central Office to the End-User premises.

3. YZP OFFERING

- 3.1 Provisioning Process:
 - 3.1.1 MCI will provide AT&T ILLINOIS with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCI intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.
 - 3.1.2 MCI will order eligible HFPL, or xDSL Loops, using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.
 - 3.1.3 MCI may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCI is utilizing the YZP process.
 - 3.1.4 AT&T ILLINOIS shall provision orders submitted using the YZP process within three (3) business days for HFPL and five (5) business days for xDSL Loops.

3.2 Maintenance Process

3.2.1 The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCI_m experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCI_m shall choose one of the two options set forth below:

3.2.1.1 OPTION 1: Trouble Ticket

3.2.1.1.1 MCI_m may generate a trouble ticket with AT&T ILLINOIS' Local Operations Center (LOC) identifying the reason why MCI_m is experiencing a situation in which its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCI_m's own testing, the YZP trouble ticket may be conditioning related. The AT&T ILLINOIS LOC will analyze MCI_m provided test results and try to determine why MCI_m's DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on AT&T ILLINOIS' side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, AT&T ILLINOIS will offer a five (5) business day interval from the time MCI_m submits the trouble ticket.

3.2.1.1.2 AT&T ILLINOIS' LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

3.2.1.1.3 On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, HFPL has been ordered using the YZP process, AT&T ILLINOIS will use that YZP designation and MCI_m's opening of a trouble ticket as authorization from MCI_m for AT&T ILLINOIS to perform the requested conditioning on the xDSL Loop, the HFPL or the HFPL, including whatever work AT&T ILLINOIS believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by AT&T ILLINOIS from MCI_m, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 OPTION 2: Disconnect

3.2.1.2.1 MCI_m may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCI_m is utilizing the YZP process and wishes to avail itself of this Option 2, MCI_m shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCI_m submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCI_m shall pay applicable charges for work actually performed by AT&T ILLINOIS, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the extent

that AT&T ILLINOIS has performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCI's trouble ticket) prior to the issuance of the disconnect order.

3.3 Maintenance /Service Assurance

3.3.1 AT&T ILLINOIS will provide resolution of MCI-referred YZP trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals AT&T ILLINOIS provides to itself, any of its affiliates in Texas providing advanced services affiliates and other CLECs.

3.3.2 Prior to opening a YZP trouble ticket, MCI shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCI-related.

3.3.3 MCI shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to the FCC tariffed rates set forth in Section 5 below, if:

3.3.3.1 the YZP trouble ticket is opened, and it is later determined by AT&T ILLINOIS to be a 'No Trouble Found' (NTF) in AT&T ILLINOIS' portion of the network; or

3.3.3.2 the loop specific inhibitor information provided by MCI to AT&T ILLINOIS requires a dispatch by AT&T ILLINOIS but is found to be incorrect upon subsequent investigation by AT&T ILLINOIS during the trouble ticket resolution process; or

3.3.3.3 a retrip is involved with a YZP trouble ticket (when MCI notifies AT&T ILLINOIS that the loop is not working properly after initial trouble resolution), and there is NTF by AT&T ILLINOIS in AT&T ILLINOIS' portion of the network; or

3.3.3.4 the need for a vendor meet is agreed upon by AT&T ILLINOIS and the MCI technician is not equipped properly at the vendor meet site or MCI's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.

3.3.3.5 AT&T ILLINOIS shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when, in the course of resolving a YZP trouble ticket, AT&T ILLINOIS requires MCI to dispatch personnel to the end user customer's premises or a Central Office and the trouble was not caused by MCI's facilities or equipment. Such Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing.

3.4 MCI can open a YZP-related Trouble Ticket by one of the following methods:

3.4.1 Via Live Call: MCI can call AT&T ILLINOIS' LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or

- 3.4.2 Via an Electronic Bonding Ticket: MCIIm can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.
- 3.5 Trouble Tickets where MCIIm Identifies Possible Conditioning-Related Trouble:
 - 3.5.1 In those instances where MCIIm's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCIIm submits its YZP trouble ticket to AT&T ILLINOIS via live call or an electronic bonding ticket, then MCIIm shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCIIm of a possible conditioning-related trouble on its trouble ticket will allow the AT&T ILLINOIS LOC or to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, the HFPL and for AT&T ILLINOIS to perform loop conditioning which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if AT&T ILLINOIS physical faults were found and cleared on the original trouble report, and MCIIm testing indicates conditioning is still required.
 - 3.5.2 Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCIIm opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, HFPL that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, AT&T ILLINOIS will contact and provide MCIIm with status after any necessary loop conditioning has been performed by AT&T ILLINOIS. AT&T ILLINOIS shall not charge MCIIm for conditioning loops with an actual loop length of less than 12,000 feet.
 - 3.5.3 Conditioning. If MCIIm issues a YZP trouble ticket for an xDSL Loop, HFPL loop between 12,000 and 17,500 feet, AT&T ILLINOIS will use that YZP designation and the initiation of the trouble ticket by MCIIm as authorization to perform any Loop conditioning for that Loop. MCIIm will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.
 - 3.5.4 If MCIIm requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.
 - 3.5.5 If MCIIm requests that AT&T ILLINOIS perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.
- 3.6 Trouble Tickets where MCIIm Does Not Identify Conditioning as a Possible Source of the Trouble:
 - 3.6.1 If MCIIm opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the AT&T ILLINOIS LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCIIm so that MCIIm can conduct its own Sync test. If MCIIm's DSLAM does not communicate with the end user customer premises, MCIIm shall open another trouble ticket to address any conditioning that MCIIm believes may be required on the xDSL Loop, HFPL, subject to the provisions set forth herein.

- 3.6.2 If MCI_m opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop, HFPL loop as the source of the trouble's but AT&T ILLINOIS later determines that there is a conditioning-related problem, AT&T ILLINOIS shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by AT&T ILLINOIS.
- 3.7 If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCI_m notified, unless the ticket was initially classified as a conditioning related YZP ticket.
- 3.8 Trouble ticket status will be provided to MCI_m by AT&T ILLINOIS as follows:
- 3.8.1 Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCI_m to AT&T ILLINOIS. AT&T Texas will not provide ticket status until the trouble has been resolved.
- 3.8.2 Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCI_m's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by AT&T ILLINOIS to MCI_m within eight (8) business hours from receipt of the trouble ticket. If AT&T ILLINOIS determines that the trouble is conditioning related, AT&T ILLINOIS shall convert the straight xDSL Loop, HFPL YZP trouble ticket to a YZP conditioning-related trouble ticket.
- 3.8.3 In all cases, the AT&T ILLINOIS LOC will notify MCI_m as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.
- 3.9 Post Trouble Resolution Sync Testing By MCI_m:
- 3.9.1 After MCI_m is notified that the trouble has been resolved, with or without loop conditioning, MCI_m shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCI_m which will be governed by the same provisions set forth above.
- 3.10 When MCI_m escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on AT&T ILLINOIS' CLEC online website shall apply.

4. TESTING

- 4.1 AT&T ILLINOIS will not perform a Line Sharing Turn-Up Test prior to the completion of an HFPL ordered using the YZP process.
- 4.2 MCI_m may not request, and AT&T ILLINOIS will not perform, Acceptance Testing in association with any xDSL Loops, HFPLs which are ordered by MCI_m via the YZP process.
- 4.3 For xDSL Loops only, MCI_m has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket. MCI_m may not request and AT&T ILLINOIS will not perform a Cooperative Test on an HFPL for which MCI_m has opened a trouble ticket via the YZP Process.

- 4.4 MCI shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to AT&T ILLINOIS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCI is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).
- 4.5 AT&T ILLINOIS will not specify to MCI the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCI will determine its own test requirements and capabilities.

5. PRICING

- 5.1 MCI shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.2.6 of the FCC No. 2 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

6. INTENTIONALLY OMITTED

APPENDIX TRANSIT TRAFFIC SERVICE

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. RESPONSIBILITIES OF THE PARTIES..... 4

4. TRANSIT TRAFFIC RATE APPLICATION..... 6

5. TRANSIT TRAFFIC ROUTING 6

6. DIRECT TRUNKING REQUIREMENTS 7

1. INTRODUCTION

- 1.1 This Transit Traffic Service Appendix (“Appendix”) sets forth the rates, terms and conditions of AT&T ILLINOIS’ Transit Traffic Service as a Transit Service Provider. AT&T ILLINOIS’ Transit Traffic Service Appendix sets forth the provisions of interconnection services to other Telecommunications Service providers whereby the Telecommunications traffic does not originate with (or terminate to) the Transit Service Provider’s End User Customer. Transit Traffic Service allows MCIIm to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Appendix incorporates the provisions of a transiting arrangement as it relates to AT&T ILLINOIS’ provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (*i.e.*, carriers that interconnect with AT&T ILLINOIS’ network but operate and/or provide Telecommunications Services outside of AT&T ILLINOIS’ incumbent local exchange area).
- 1.3 Transit Traffic Service is a service provided by AT&T ILLINOIS to MCIIm where MCIIm is directly interconnected with an AT&T ILLINOIS Tandem. AT&T ILLINOIS neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Appendix, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and 800 IntraLATA Toll Traffic (as defined in Sections 2.1 through 2.4 below) destined to the End User Customers of a Third Party Terminating Carrier (*i.e.*, Competitive Local Exchange Carriers, Incumbent Local Exchange Carriers, Commercial Mobile Radio Service (CMRS) providers or Out-of Exchange Local Exchange Carriers, but specifically excluding Interexchange Carriers) (“Third Party Terminating Carrier”), and is routed utilizing an AT&T ILLINOIS tandem switch where an AT&T ILLINOIS End User Customer is neither the originating nor the terminating party.

2. DEFINITIONS

- 2.1 “800 IntraLATA Toll Traffic” is defined as traffic that originates from MCIIm’s End User Customer that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an End User Customer served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). “800 IntraLATA Toll Traffic” includes but is not limited to calls placed to 800, 877, 888, (“8YY”) NPA Service Access Codes (SAC).
- 2.2 “ISP-Bound Traffic” is as defined in Appendix Reciprocal Compensation.
- 2.3 “IntraLATA Toll Traffic” is defined as traffic exchanged between MCIIm’s End User Customers and the End User Customers of a Third Party Terminating Carrier which subtends an AT&T ILLINOIS Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier’s End User Customer, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the

IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Appendix, traffic between MCI's End User Customers that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the End User Customer of a Third Party Terminating Carrier that is within the AT&T ILLINOIS local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

- 2.4 "Section 251(b)(5) Traffic" is as defined in Appendix Reciprocal Compensation, with the addition that for Section 251(b)(5) Traffic exchanged between MCI's End User Customers and the End User Customers of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.5 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OE-LEC)) that originates Transit Traffic that transits AT&T ILLINOIS' network and is delivered to MCI.
- 2.6 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when MCI uses AT&T ILLINOIS' Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.7 "Transit Service Provider" means AT&T ILLINOIS when providing its Transit Traffic Service.
- 2.8 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Intentionally omitted.
- 3.2 AT&T ILLINOIS will provide MCI with AT&T ILLINOIS' Transit Traffic Service to deliver Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to all Third Party Terminating Carriers with whom AT&T ILLINOIS is interconnected in the LATA, or outside of the LATA when a LATA boundary waiver exists.
- 3.3 A Transit Traffic Service rate applies to all traffic that originated on MCI's network, transits AT&T ILLINOIS' network and terminates to a Third Party Terminating Carrier's network. The Transiting rate is only applicable when calls do not originate with (or terminate to) an AT&T ILLINOIS End User Customer.
- 3.4 MCI shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Tandem or Transit Traffic) to the respective AT&T ILLINOIS Tandems on the Trunk Groups defined below. AT&T ILLINOIS shall route appropriate traffic to MCI switches on the Trunk Groups defined below.
- 3.5 The rates that AT&T ILLINOIS shall charge MCI for the Transit Traffic Service is outlined in Section 4.0, below.

- 3.6 MCIIm has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T ILLINOIS for transiting to such Third Party Terminating Carriers. In no event will AT&T ILLINOIS have any liability to MCIIm or any Third Party if MCIIm fails to enter into such traffic compensation arrangements. In the event MCIIm originates traffic that transits AT&T ILLINOIS' network to reach a Third Party Terminating Carrier with whom MCIIm does not have a traffic compensation arrangement, then MCIIm will indemnify, defend and hold harmless AT&T ILLINOIS against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T ILLINOIS will bill their respective charges directly to MCIIm. AT&T ILLINOIS will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T ILLINOIS be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.7 MCIIm shall not charge AT&T ILLINOIS when AT&T ILLINOIS provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to MCIIm.
- 3.8 Each Party to this Appendix will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.9 MCIIm will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of a Third Party Terminating Carrier from AT&T ILLINOIS serving as the Transit Traffic Provider. Where AT&T ILLINOIS is providing the Transit Traffic Service as defined in Section 1.3 above, AT&T ILLINOIS will pass the Calling Party Number (CPN), if it is received from MCIIm. If the CPN is not received from the MCIIm, AT&T ILLINOIS can not forward the CPN and MCIIm will indemnify, defend and hold harmless AT&T ILLINOIS from any and all Losses arising out of the failure of any traffic transiting AT&T ILLINOIS' network to have CPN.
- 3.10 When AT&T ILLINOIS, operating as a Transit Service Provider, transits Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to MCIIm from a Third Party Originating Carrier, AT&T ILLINOIS agrees to pass the originating CPN information to MCIIm as provided by the Third Party Originating Carrier.
- 3.11 For all Transit Traffic as defined in Section 2.15 above, MCIIm shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If AT&T ILLINOIS or Third Party Terminating Carrier identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, MCIIm agrees to cooperate to investigate and take corrective action. If MCIIm is passing CPN but AT&T ILLINOIS or Third Party Terminating Carrier is not properly receiving information, MCIIm will work cooperatively to correct the problem
- 3.12 MCIIm shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating Feature Group D traffic ("FGD"), AT&T ILLINOIS 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 MCIIm 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.

- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of MCIIm from AT&T ILLINOIS serving as the Transit Traffic Provider. Where AT&T ILLINOIS is providing a Transit Traffic Service as defined in Section 2.0 above, AT&T ILLINOIS will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T ILLINOIS can not forward the CPN; therefore, MCIIm will indemnify, defend and hold harmless AT&T ILLINOIS from any Losses, according to Section 3.7 above. If AT&T ILLINOIS or MCIIm identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, MCIIm agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T ILLINOIS or MCIIm is not properly receiving information, MCIIm will work cooperatively to correct the problem.
- 3.14 MCIIm agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T ILLINOIS, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC RATE APPLICATION

- 4.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when MCIIm sends Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic to a Third Party Terminating Carrier's network through AT&T ILLINOIS' tandem switch where an AT&T ILLINOIS End User Customer is neither the originating nor the terminating party. MCIIm agrees to compensate AT&T ILLINOIS operating as a Transit Service Provider as defined in Section 1.3 at the applicable rates set forth in Appendix Pricing and as specified in Section 4.2 below.
- 4.2 Rate Elements - the following rate elements apply, but the corresponding rates are specified in Appendix Pricing:
- 4.2.1 Tandem Switching - Compensation for the use of AT&T ILLINOIS' Tandem Switch, and
- 4.2.2 Tandem Switched Transport - compensation for the transmission facilities between AT&T ILLINOIS' local tandem and the end offices subtending that tandem, which is assessed as
- 4.2.2.1 Tandem Transport per minute of use, and
- 4.2.2.2 Tandem Transport Facility.

5. TRANSIT TRAFFIC ROUTING

- 5.1 Where AT&T ILLINOIS has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, MCIIm's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T ILLINOIS' Transit Traffic Service will be routed via AT&T ILLINOIS' Local Tandem Switches, but not at or through any AT&T ILLINOIS Access Tandem Switches.

- 5.2 Where AT&T ILLINOIS has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, MCI_m originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T ILLINOIS' Transit Traffic Service will be routed via the appropriate AT&T ILLINOIS Local/IntraLATA Tandem Switch or Local /Access Tandem Switch.
- 5.3 Where AT&T ILLINOIS has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, MCI_m originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T ILLINOIS' Transit Traffic Service will be routed via AT&T ILLINOIS' Access Tandem Switches, but not at or through any AT&T ILLINOIS Local Tandem Switches.
- 5.4 Where AT&T ILLINOIS has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, MCI_m originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T ILLINOIS' Transit Traffic Service will be routed via the appropriate AT&T ILLINOIS Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 5.5 Upon written notification from AT&T ILLINOIS of misrouting of Transit Traffic by MCI_m as identified above, MCI_m will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.

6. DIRECT TRUNKING REQUIREMENTS

- 6.1 When Transit Traffic from MCI_m through the AT&T ILLINOIS Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T ILLINOIS written request, MCI_m shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. MCI_m shall route Transit Traffic via AT&T ILLINOIS' Tandem switches, and not at or through any AT&T 12-STATE End Offices. Once this trunk group has been established, MCI_m agrees to cease routing Transit Traffic through the AT&T ILLINOIS Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

APPENDIX PRICING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. RECURRING CHARGES 4

3. NON-RECURRING CHARGES..... 5

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.
- 1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and AT&T ILLINOIS has a reasonable basis to believe it can charge MCIIm for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, AT&T ILLINOIS shall provide MCIIm with the Contemplated Service in question and MCIIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate AT&T ILLINOIS tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T ILLINOIS 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 Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T ILLINOIS 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 ILLINOIS and MCIIm.
- 1.4 Intentionally Omitted.
- 1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of Illinois Commerce Commission proceedings affecting wholesale prices which are given general applicability by the Commerce Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to

a price change requested pursuant to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 12 of the General Terms and Conditions of this Agreement. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this paragraph is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Intervening Law" provision Section 23 of the General Terms and Conditions.

- 1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.
- 1.7 Intentionally Omitted.
- 1.8 AT&T ILLINOIS shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.
- 2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.
- 2.3 Intentionally Omitted.
- 2.4 Unless otherwise identified in the pricing tables, 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 ILLINOIS 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 ILLINOIS will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
2											
3	UNBUNDLED NETWORK ELEMENTS										
4											
5	Unbundled Loops										
6	6			2-Wire Analog -Rural (Access Area C)	U2HXC	\$	14.91		See NRC prices below		
7	6			2-Wire Analog - Suburban (Access Area B)	U2HXB	\$	12.40		See NRC prices below		
8	6			2-Wire Analog - Metro (Access Area A)	U2HXA	\$	5.17		See NRC prices below		
9	6			2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	\$	16.71		See NRC prices below		
10	6			2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	\$	13.13		See NRC prices below		
11	6			2-Wire Ground Start, Analog/Reverse Battery-Metro(Access Area A)	U2WXA	\$	4.11		See NRC prices below		
12	6			2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$	16.71		See NRC prices below		
13	6			2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$	13.13		See NRC prices below		
14	6			2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$	4.11		See NRC prices below		
15	6			2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$	16.94		See NRC prices below		
16	6			2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$	13.28		See NRC prices below		
17	6			2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$	4.11		See NRC prices below		
18	6			2-Wire EKL--Rural(Access Area C)	U2KXC	\$	21.62		See NRC prices below		
19	6			2-Wire EKL-Suburban(Access Area B)	U2KXB	\$	16.30		See NRC prices below		
20	6			2-Wire EKL-Metro(Access Area A)	U2KXA	\$	4.24		See NRC prices below		
21				Conditioning for dB Loss							
22	6			4-Wire Analog - Rural (Access Area C)	U4XHC	\$	34.97		See NRC prices below		
23	6			4-Wire Analog - Suburban (Access Area B)	U4HXB	\$	27.25		See NRC prices below		
24	6			4-Wire Analog - Metro Access Area A)	U4HXA	\$	8.27		See NRC prices below		
25	6			2-Wire Digital - Rural (Access Area C)	U2QXC	\$	22.24		See NRC prices below		
26	6			2-Wire Digital - Suburban (Access Area B)	U2QXB	\$	17.76		See NRC prices below		
27	6			2-Wire Digital - Metro (Access Area A)	U2QXA	\$	5.44		See NRC prices below		
28	6			2-Wire Digital ISDN - BRI - Rural (Access Area C)	U2QXC	\$	22.24		See NRC prices below		
29	6			2-Wire Digital ISDN BRI - Suburban (Access Area B)	U2QXB	\$	17.76		See NRC prices below		
30	6			2-Wire Digital ISDN BRI - Metro (Access Area A)	U2QXA	\$	5.44		See NRC prices below		
31	6			4-Wire Digital - Rural (Access Area C)	4U1XC	\$	53.82		See NRC prices below		
32	6			4-Wire Digital - Suburban (Access Area B)	4U1XB	\$	40.49		See NRC prices below		
33	6			4-Wire Digital - Metro (Access Area A)	4U1XA	\$	27.72		See NRC prices below		
34	6			DS3 Loop - Rural (Access Area C)	U4D3C	\$	528.15		See NRC prices below		
35	6			DS3 Loop - Suburban (Access Area B)	U4D3B	\$	405.76		See NRC prices below		
36	6			DS3 Loop - Metro (Access Area A)	U4D3A	\$	335.73		See NRC prices below		
37											
38	DSL Capable Loops										
39				2-Wire xDSL Loop							
40	6			PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	17.81		See NRC prices below		
41	6			PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	11.57		See NRC prices below		
42	6			PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	5.09		See NRC prices below		
43											
44	6			PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	17.81		See NRC prices below		
45	6			PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	11.57		See NRC prices below		
46	6			PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	5.09		See NRC prices below		
47											
48	6			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	17.81		See NRC prices below		
49	6			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	11.57		See NRC prices below		
50	6			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	5.09		See NRC prices below		
51											
52	6			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.81		See NRC prices below		
53	6			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	11.57		See NRC prices below		
54	6			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	5.09		See NRC prices below		
55											
56	6			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.81		See NRC prices below		
57	6			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.57		See NRC prices below		
58	6			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	5.09		See NRC prices below		
59											
60	6			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.81		See NRC prices below		
61	6			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.57		See NRC prices below		
62	6			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	5.09		See NRC prices below		
63				4-Wire xDSL Loop							
64	6			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	33.59		See NRC prices below		
65	6			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.93		See NRC prices below		
66	6			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	7.93		See NRC prices below		
67											
68	IDSL Capable Loop										
69	6			IDSL Loop Access Area C - Rural	UY5FC	\$	22.24		See NRC prices below		
70	6			IDSL Loop Access Area B - Suburban	UY5FB	\$	17.76		See NRC prices below		
71	6			IDSL Loop Access Area A - Metro	UY5FA	\$	5.44		See NRC prices below		
72											
73	HFPL										
74				HFPL Loop							
75				HFPL Loop - Access Area C- Rural	ULPP3	\$	0.00		N/A	N/A	
76				HFPL Loop - Access Area B- Suburban	ULPP2	\$	0.00		N/A	N/A	
77				HFPL Loop - Access Area A- Metro	ULPP1	\$	0.00		N/A	N/A	
78											
79				HFPL Cross Connects							
80				HFPL Cross Connect - CLEC Owned Non Integrated	UKCGE	\$	0.56		\$64.37		
81				HFPL Cross Connect - CLEC Owned Integrated	UKCGD	\$	0.56		\$64.37		
82				HFPL Cross Connect - SBC Owned	UKCGX	\$	0.56		\$78.40		
83											
84	Line Station Transfer (LST)										
85				Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD		N/A		\$	237.74	

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring			Non-Recurring		
86											
87	Loop Qualification Process										
88				Loop Qualification Process - Mechanized	NR98U	N/A		\$0.00	N/A		
89				Loop Qualification Process - Manual per minute	NRBXU	N/A		\$0.00	N/A		
90											
91	DSL Conditioning Options										
92				DSL Conditioning Options - >12KFT and < 17.5KFT							
93				Removal of Repeater Options - per element	NRBXV	N/A		\$21.49	N/A		
94				Removal Bridged Tap Option - per element	NRBXW	N/A		\$14.00	N/A		
95				Removal of Load Coil - per element	NRBXZ	N/A		\$14.08	N/A		
96				DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element							
97				Removal of Repeater Options - per element	NRBNL	N/A		\$21.49	N/A		
98				Removal Bridged Tap Option - per element	NRBNK	N/A		\$14.00	N/A		
99				Removal of Load Coil - per element	NRBNJ	N/A		\$14.08	N/A		
100											
101	Removal of All Bridge Tap (RABT) Modified Maintenance Process (MMP)										
102				Removal of All Bridged Tap							
103				DSL Loops - >12KFT and <17.5KFT		N/A		\$ 742.35			
104				Removal of All Bridged Tap >17.5KFT							
105				DSL Loops - >17.5KFT - per element							
106				Incremental Removal of All Bridged Tap > 17.5KFT - per element		N/A		\$ 286.75			
107				Removal of Non-Excessive Bridged Tap							
108				DSL Loops - >0KFT and <17.5KFT		N/A		\$ 286.75			
109				Removal of Non-Excessive Bridged Tap >17.5KFT							
110				DSL Loops - >17.5KFT - per element							
111				Incremental Removal of All Bridged Tap > 17.5KFT - per element		N/A		\$ 286.75			
112											
113	Maintenance of Service Charges and/or Service Call Charge					FCC Tariff No. 2: Section 13.2.6					
114											
115											
116	Loop Non-Recurring Charges										
117	6, 8			Service Order - Initial	SEPUP	NA		\$11.27			
118	6, 7			Service Order - Initial Connection				\$ 6.76			
119	6, 7			Service Order - Disconnect				\$ 6.36			
120	6			Service Order - Subsequent	REAH9	NA		\$ 6.76			
121	6			Service Order-Record Work Only	NR9UP	NA		\$ 5.78			
122	6, 8			Line Connection	SEPUC	NA		\$50.13			
123	6, 7			Line Connection - Initial Connection				\$ 49.00			
124	6, 7			Line Connection - Additional Connection				\$ 33.92			
125	6, 7			Line Connection - Initial Disconnection				\$ 9.50			
126	6, 7			Line Connection - Additional Disconnection				\$ 7.03			
127	6, 8			DS1 - Administrative	NR90R	NA		\$16.74			
128	6, 7			DS-1 Administrative - Connection				\$ 10.64			
129	6, 7			DS-1 Administrative - Disconnection				\$ 8.60			
130	6, 8			DS-1 Service Provisioning		N/A		\$206.06			
131	6, 7			DS-1 Service Provisioning - Initial Connection				\$ 200.75			
132	6, 7			DS-1 Service Provisioning - Additional Connection				\$ 7.49			
133	6, 7			DS-1 Service Provisioning - Initial Disconnection				\$ 100.57			
134	6, 7			DS-1 Service Provisioning - Additional Disconnection				\$ 5.83			
135	6, 8			DS3 - Administrative	NR90Y	N/A		\$16.74			
136	6, 7			DS-3 Administrative - Connection				\$ 10.64			
137	6, 7			DS-3 Administrative - Disconnection				\$ 8.60			
138	6, 8			DS-3 Service Provisioning		N/A		\$89.95			
139	6, 7			DS-3 Service Provisioning - Initial Connection				\$ 84.49			
140	6, 7			DS-3 Service Provisioning - Additional Connection				\$ 28.79			
141	6, 7			DS-3 Service Provisioning - Initial Disconnection				\$ 7.68			
142	6, 7			DS-3 Service Provisioning - Additional Disconnection				\$ 6.02			
143											
144	SUB-LOOPS										
145											
146				ECS to SAI sub-loop							
147				2 Wire Analog - area A	PENDING	\$ 0.99		See NRC prices below			
148				2 Wire Analog - area B	PENDING	\$ 1.64		See NRC prices below			
149				2 Wire Analog - area C	PENDING	\$ 1.70		See NRC prices below			
150				4 Wire Analog - area A	PENDING	\$ 2.00		See NRC prices below			
151				4 Wire Analog - area B	PENDING	\$ 3.34		See NRC prices below			
152				4 Wire Analog - area C	PENDING	\$ 3.35		See NRC prices below			
153				2 Wire DSL - area A	PENDING	\$ 0.99		See NRC prices below			
154				2 Wire DSL - area B	PENDING	\$ 1.64		See NRC prices below			
155				2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below			
156				4 Wire DSL - area A	PENDING	\$ 2.00		See NRC prices below			
157				4 Wire DSL - area B	PENDING	\$ 3.34		See NRC prices below			
158				4 Wire DSL - area C	PENDING	\$ 3.35		See NRC prices below			
159				ECS to Terminal sub-loop							
160				2 Wire Analog - area A	PENDING	\$ 0.98		See NRC prices below			
161				2 Wire Analog - area B	PENDING	\$ 5.93		See NRC prices below			
162				2 Wire Analog - area C	PENDING	\$ 10.38		See NRC prices below			
163				4 Wire Analog - area A	PENDING	\$ 2.03		See NRC prices below			
164				4 Wire Analog - area B	PENDING	\$ 11.88		See NRC prices below			
165				4 Wire Analog - area C	PENDING	\$ 20.70		See NRC prices below			
166				2 Wire DSL - area A	PENDING	\$ 0.98		See NRC prices below			
167				2 Wire DSL - area B	PENDING	\$ 5.93		See NRC prices below			

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
168				2 Wire DSL - area C	PENDING	\$ 10.38		See NRC prices below			
169				4 Wire DSL - area A	PENDING	\$ 2.03		See NRC prices below			
170				4 Wire DSL - area B	PENDING	\$ 11.88		See NRC prices below			
171				4 Wire DSL - area C	PENDING	\$ 20.70		See NRC prices below			
172				ECS to NID sub-loop							
173	1			2 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below			
174	1			2 Wire Analog - area B	PENDING	\$ 7.36		See NRC prices below			
175	1			2 Wire Analog - area C	PENDING	\$ 11.84		See NRC prices below			
176	1			4 Wire Analog - area A	PENDING	\$ 4.36		See NRC prices below			
177	1			4 Wire Analog - area B	PENDING	\$ 14.74		See NRC prices below			
178	1			4 Wire Analog - area C	PENDING	\$ 23.64		See NRC prices below			
179	1			2 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below			
180	1			2 Wire DSL - area B	PENDING	\$ 7.36		See NRC prices below			
181	1			2 Wire DSL - area C	PENDING	\$ 11.84		See NRC prices below			
182	1			4 Wire DSL - area A	PENDING	\$ 4.36		See NRC prices below			
183	1			4 Wire DSL - area B	PENDING	\$ 14.74		See NRC prices below			
184	1			4 Wire DSL - area C	PENDING	\$ 23.64		See NRC prices below			
185				SAI to Terminal sub-loop							
186	1			2 Wire Analog - area A	PENDING	\$ 1.28		See NRC prices below			
187	1			2 Wire Analog - area B	PENDING	\$ 3.50		See NRC prices below			
188	1			2 Wire Analog - area C	PENDING	\$ 5.65		See NRC prices below			
189	1			4 Wire Analog - area A	PENDING	\$ 1.43		See NRC prices below			
190	1			4 Wire Analog - area B	PENDING	\$ 5.90		See NRC prices below			
191	1			4 Wire Analog - area C	PENDING	\$ 9.34		See NRC prices below			
192	1			2 Wire DSL - area A	PENDING	\$ 1.14		See NRC prices below			
193	1			2 Wire DSL - area B	PENDING	\$ 3.12		See NRC prices below			
194	1			2 Wire DSL - area C	PENDING	\$ 5.65		See NRC prices below			
195	1			4 Wire DSL - area A	PENDING	\$ 1.43		See NRC prices below			
196	1			4 Wire DSL - area B	PENDING	\$ 5.90		See NRC prices below			
197	1			4 Wire DSL - area C	PENDING	\$ 9.34		See NRC prices below			
198				SAI to NID sub-loop							
199	1			2 Wire Analog - area A	PENDING	\$ 1.67		See NRC prices below			
200	1			2 Wire Analog - area B	PENDING	\$ 4.67		See NRC prices below			
201	1			2 Wire Analog - area C	PENDING	\$ 7.66		See NRC prices below			
202	1			4 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below			
203	1			4 Wire Analog - area B	PENDING	\$ 8.81		See NRC prices below			
204	1			4 Wire Analog - area C	PENDING	\$ 13.94		See NRC prices below			
205	1			2 Wire DSL - area A	PENDING	\$ 1.38		See NRC prices below			
206	1			2 Wire DSL - area B	PENDING	\$ 3.61		See NRC prices below			
207	1			2 Wire DSL - area C	PENDING	\$ 7.66		See NRC prices below			
208	1			4 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below			
209	1			4 Wire DSL - area B	PENDING	\$ 8.63		See NRC prices below			
210	1			4 Wire DSL - area C	PENDING	\$ 13.94		See NRC prices below			
211				Terminal to NID sub-loop							
212	1			2 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below			
213	1			2 Wire Analog - area B	PENDING	\$ 1.01		See NRC prices below			
214	1			2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below			
215	1			4 Wire Analog - area A	PENDING	\$ 0.62		See NRC prices below			
216	1			4 Wire Analog - area B	PENDING	\$ 2.21		See NRC prices below			
217	1			4 Wire Analog - area C	PENDING	\$ 2.42		See NRC prices below			
218	1			2 Wire DSL - area A	PENDING	\$ 0.35		See NRC prices below			
219	1			2 Wire DSL - area B	PENDING	\$ 0.78		See NRC prices below			
220	1			2 Wire DSL - area C	PENDING	\$ 0.97		See NRC prices below			
221	1			4 Wire DSL - area A	PENDING	\$ 0.56		See NRC prices below			
222	1			4 Wire DSL - area B	PENDING	\$ 1.89		See NRC prices below			
223	1			4 Wire DSL - area C	PENDING	\$ 2.28		See NRC prices below			
224											
225				Stand Alone NID (NID sub-loop element)							
226	11			2 Wire Analog - area A	PENDING	\$ 0.19		See NRC prices below			
227	11			2 Wire Analog - area B	PENDING	\$ 0.24		See NRC prices below			
228	11			2 Wire Analog - area C	PENDING	\$ 0.20		See NRC prices below			
229	11			4 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below			
230	11			4 Wire Analog - area B	PENDING	\$ 0.50		See NRC prices below			
231	11			4 Wire Analog - area C	PENDING	\$ 0.42		See NRC prices below			
232	11			2 Wire DSL - area A	PENDING	\$ 0.19		See NRC prices below			
233	11			2 Wire DSL - area B	PENDING	\$ 0.24		See NRC prices below			
234	11			2 Wire DSL - area C	PENDING	\$ 0.20		See NRC prices below			
235	11			4 Wire DSL - area A	PENDING	\$ 0.42		See NRC prices below			
236	11			4 Wire DSL - area B	PENDING	\$ 0.50		See NRC prices below			
237	11			4 Wire DSL - area C	PENDING	\$ 0.42		See NRC prices below			
238	11			2 Wire ISDN Compatible - area A	PENDING	\$ 0.19		See NRC prices below			
239	11			2 Wire ISDN Compatible - area B	PENDING	\$ 0.24		See NRC prices below			
240	11			2 Wire ISDN Compatible - area C	PENDING	\$ 0.20		See NRC prices below			
241	11			4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below			
242	11			4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below			
243	11			4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below			
244	11			DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below			
245	11			DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below			
246	11			DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below			
247											
248				Sub-Loop Non-Recurring Charges							
249	1			2-Wire Analog Sub-Loop	PENDING			\$	220.28		
250	1			4-Wire Analog Sub-Loop	PENDING			\$	239.27		
251	1			2-Wire xDSL Digital Sub-Loop	PENDING			\$	220.28		
252	1			4-Wire xDSL Digital Sub-Loop	PENDING			\$	279.25		

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
253	1			2-Wire ISDN Digital Sub-Loop	PENDING			\$ 305.92			
254	1			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			\$ 513.73			
255	1			DS3 Sub-Loop	PENDING			\$ 677.02			
256	1, 6, 8			Service Order - Initial		NA		\$11.27			
257	1, 6, 7			Service Order - Initial Connection				\$ 6.76			
258	1, 6, 7			Service Order - Disconnect				\$ 6.36			
259											
260	Cross Connects										
261				2-Wire	CXCT2	\$ 0.14		NA	NA		
262				4-Wire	CXCT4	\$ 0.31		NA	NA		
263				6-Wire	OPEN	\$ 0.45		NA	NA		
264				8-Wire	OPEN	\$ 0.62		NA	NA		
265				DS1/LT1	CXCDX	\$ 0.43		NA	NA		
266				DS3/LT3	CXC8X	\$ 0.76		NA	NA		
267											
268											
269	Dedicated Transport										
270				Entrance Facility:							
271				DS1 Area A	UEYBA	\$ 73.46		NA	NA		
272				Area B	UEYBB	\$ 61.45		NA	NA		
273				Area C	UEYBC	\$ 61.56		NA	NA		
274				DS3 Area A	UEYCA	\$ 686.47		NA	NA		
275				Area B	UEYCB	\$ 768.77		NA	NA		
276				Area C	UEYCC	\$ 752.87		NA	NA		
277											
278				Interoffice Transport:							
279				DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 17.35		NA	NA		
280				Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 1.88		NA	NA		
281				DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 146.93		NA	NA		
282				Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 29.81		NA	NA		
283											
284				Multiplexing							
285				DS1 to Voice Grade	QMVXA-XC	\$ 275.34		NA	NA		
286				DS3 to DS1	QM3XA-XC	\$ 404.30		NA	NA		
287											
288				Dedicated Transport Cross Connects							
289				DS1	CXCDX	\$ 0.43		NA	NA		
290				DS3	CXCEX	\$ 0.76		NA	NA		
291											
292				Dedicated Transport Optional Features & Functions							
293	1			DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC	NA		\$ 443.18	NA		
294											
295				Dedicated Transport Installation & Rearrangement Charges							
296	1			DS1 Administration Charge - Per Order	ORCMX	NA		\$ 406.61	NA		
297	1			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$ 632.71	NA		
298	1			Carrier Connection Charge - Per Order	NRBBL	NA		\$ 585.51	NA		
299	1			DS3 Administration Charge - Per Order	ORCMX	NA		\$ 308.22	NA		
300	1			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$ 671.16	NA		
301	1			Carrier Connection Charge - Per Order	NRBBL	NA		\$ 377.25	NA		
302											
303	Dedicated Transport Network Reconfiguration Service (NRS)										
304				On rates, terms and conditions specified in FCC Tariff No. 2	OPEN						
305											
306	Digital Cross-Connect System										
307				DCS Port Charge	OPEN	ICB		ICB	NA		
308				DS1	OPEN	ICB		ICB	NA		
309				DS3	OPEN	ICB		ICB	NA		
310				DCS Establishment Charge	OPEN	ICB		ICB	NA		
311				Database Modification Charge	OPEN	ICB		ICB	NA		
312				Reconfiguration Charge	OPEN	ICB		ICB	NA		
313											
314	Dark Fiber										
315				Dark Fiber Interoffice							
316				Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 16.24		NA	NA		
317				Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.00		NA	NA		
318				Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 3.43		NA	NA		
319				Dark Fiber Loop							
320				Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	\$ 13.02		NA	NA		
321	1			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	\$ 0.00		NA	NA		
322				Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	\$ 2.71		NA	NA		
323				Inquiry (Per Request)							
324	1			Dark Fiber Loop/Subloop - NRC	NR9DT	NA		\$ 78.29			
325	1			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		\$ 325.28			
326				FIRM ORDER (Per Fiber Strand)							
327	1			Administrative per Order	Intent. Omitted	NA		\$28.63			
328											
329	1			Sub-Loop Connection Charge, RT/CEV Hut to Premises per strand	NRB53	NA		\$ 531.56			
330	1			Interoffice Connection Charge, per strand	NRB54	NA		\$ 612.88			
331	Routine Modifications										
332	12			Routine Modifications to Existing Facilities Charge	N/A	NA		ICB	ICB		
333											
334											
335	Local Number Portability (LNP) - FCC Tariff No. 2 Access Services, Section 6										
336											
337	UNE - P Service Order Charge										

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
338	6, 8	Electronic POTS						\$4.43			
339	6, 7	Electronic POTS (Connection)						\$ 3.08			
340	6, 7	Electronic POTS (Disconnection)						\$ 1.91			
341	6, 8	Manual POTS						\$42.37			
342	6, 7	Manual POTS (Connection)						\$ 31.31			
343	6, 7	Manual POTS (Disconnection)						\$ 15.59			
344	6, 8	Electronic Non-POTS						\$9.76			
345	6, 7	Electronic Non-POTS (Connection)						\$ 7.19			
346	6, 7	Electronic Non-POTS (Disconnection)						\$ 3.61			
347	6, 8	Manual Non-POTS						\$62.09			
348	6, 7	Manual Non-POTS (Connection)						\$ 47.65			
349	6, 7	Manual Non-POTS (Disconnection)						\$ 20.35			
350											
351		New UNE-P Line Connection Charge									
352	6, 8	Analog Loop Line Connection - Per Termination						\$26.81			
353	6, 7	Analog Loop Line Connection - Per Termination (Initial Connection)						\$ 35.97			
354	6, 7	Analog Loop Line Connection - Per Termination (Additional Connection)						\$ 20.41			
355	6, 7	Analog Loop Line Connection - Per Termination (Initial Disconnection)						\$ 0.28			
356	6, 7	Analog Loop Line Connection - Per Termination (Additional Disconnection)						\$ 0.22			
357	6, 8	4 Wire Digital Loop (DS1) Service Provisioning						\$208.24			
358											
359		New UNE-P Port Connection Charge									
360	6, 8	Basic Line Port						\$1.20			
361	6, 7	Basic Line Port (Connection)						\$ 0.71			
362	6, 7	Basic Line Port (Disconnection)						\$ 0.70			
363	6, 8	Ground Start Line Port						\$1.20			
364	6, 7	Ground Start Line Port (Connection)						\$ 0.71			
365	6, 7	Ground Start Line Port (Disconnection)						\$ 0.70			
366	6, 8	ISDN Direct Port						\$16.50			
367	6, 7	ISDN Direct Port (Connection)						\$ 9.66			
368	6, 7	ISDN Direct Port (Disconnection)						\$ 9.66			
369											
370	6, 8	Direct Inward Dialing (DID) Trunk Port						\$18.35			
371	6, 7	Direct Inward Dialing (DID) Trunk Port (Connection)						\$ 12.80			
372	6, 7	Direct Inward Dialing (DID) Trunk Port (Disconnection)						\$ 7.81			
373											
374	6, 8	Centrex Basic Line Port						\$1.20			
375	6, 7	Centrex Basic Line Port (Connection)						\$ 0.71			
376	6, 7	Centrex Basic Line Port (Disconnection)						\$ 0.70			
377	6, 8	Centrex ISDN - BRI Line Port						\$16.50			
378	6, 7	Centrex ISDN - BRI Line Port (Connection)						\$ 9.66			
379	6, 7	Centrex ISDN - BRI Line Port (Disconnection)						\$ 9.66			
380	6, 8	Centrex EKL Line Port						\$10.15			
381	6, 7	Centrex EKL Line Port (Connection)						\$ 5.94			
382	6, 7	Centrex EKL Line Port (Disconnection)						\$ 5.93			
383	6, 8	Centrex Attendant Console Line Port						\$1.20			
384	6, 7	Centrex Attendant Console Line Port (Connection)						\$ 0.71			
385	6, 7	Centrex Attendant Console Line Port (Disconnection)						\$ 0.70			
386	6, 8	Basic COPTS Port						\$1.20			
387	6, 7	Basic COPTS Port (Connection)						\$ 0.71			
388	6, 7	Basic COPTS Port (Disconnection)						\$ 0.70			
389	6, 8	COPTS - Coin Line Port						\$1.20			
390	6, 7	COPTS - Coin Line Port (Connection)						\$ 0.71			
391	6, 7	COPTS - Coin Line Port (Disconnection)						\$ 0.70			
392	6	Basic Port Conversion (Conversion Charge - Change from one type of line-port to another, per each changed.			REAKD	NA		\$ 0.77			
393											
394		Port Feature Add/Change Translation Charge (feature per port, per order)									
395	6, 8	Basic						\$0.94			
396	6, 7	Connection						\$ 0.55			
397	6, 7	Disconnection						\$ 0.55			
398	6, 8	Ground Start/PBX						\$0.94			
399	6, 7	Connection						\$ 0.55			
400	6, 7	Disconnection						\$ 0.55			
401	6, 8	Basic COPTS						\$0.94			
402	6, 7	Connection						\$ 0.55			
403	6, 7	Disconnection						\$ 0.55			
404	6, 8	COPTS - Coin						\$0.94			
405	6, 7	Connection						\$ 0.55			
406	6, 7	Disconnection						\$ 0.55			
407	6, 8	ISDN Direct						\$1.28			
408	6, 7	Connection						\$ 0.75			
409	6, 7	Disconnection						\$ 0.75			
410											
411	6	Direct Inward Dialing (DID) Trunk Port, per port - Add/Rearrange Termination						\$ 48.48			
412	6	Service Ordering - Record Order									
413		Basic						\$ 5.11			
414		Complex						\$ 5.11			
415											
416	6	Service Ordering - Subsequent									
417		Subsequent Basic						\$ 5.40			
418		Subsequent Complex						\$ 11.58			

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
419											
420	6			ULS-ST Billing Establishment Charge, if applicable - per carrier				\$ 2,718.64			
421	6			Custom Routing, via LCC - New LCC, per LCC, per switch				\$ 256.29			
422	6, 8			Custom Routing, via LCC - New Network Routing, per Route, per switch				\$59.02			
423				Custom Routing, via LCC - New Network Routing, per Route, per switch							
424	6, 7			Connection				\$ 33.94			
425	6, 7			Disconnection				\$ 35.36			
426	6, 8			Custom Routing, via AIN, of OS/DA per Route, per switch				\$119.24			
427				Custom Routing, via AIN, of OS/DA per Route, per switch							
428	6, 7			Connection				\$ 72.22			
429	6, 7			Disconnection				\$ 66.29			
430				Centrex System Charges							
431	6, 8			Centrex Common Block Establishment, each				\$459.04			
432				Centrex Common Block Establishment							
433	6, 7			Connection				\$ 370.92			
434	6, 7			Disconnection				\$ 124.21			
435	6			Centrex System Features Change or Rearrangement, per feature, per occasion				\$ 50.89			
436	6, 8			Centrex System Features Activation, per feature, per occasion				\$85.99			
437				Centrex System Features Activation							
438	6, 7			Connection				\$ 50.89			
439	6, 7			Disconnection				\$ 49.47			
440											
441				Unbundled Local Switching with Shared Transport							
442				ULS-ST Switch Originating Usage (ULS-O)	USAGE	\$0.00	per Mou	NA	NA		
443				ULS-ST Switch Terminating Usage (ULS-T)	USAGE	\$0.00	per Mou	NA	NA		
444				ULS-ST Blended Transport MOU	USAGE	\$ 0.000415	per Mou	NA	NA		
445				End Office Local Termination		\$ 0.003746	per mou	NA	NA		
446				ULS-ST Common Transport MOU	USAGE	\$ 0.000304	per Mou	NA	NA		
447				ULS-ST Tandem Switching MOU	USAGE	\$ 0.000215	per Mou	NA	NA		
448				ULS-ST Daily Usage Feed (DUF)	USAGE	\$ 0.000459	per Message				
449	6, 8			Custom Routing, via AIN, of OS/DA per Route, per switch				\$119.24	NA		
450				Custom Routing, via AIN, of OS/DA per Route, per switch							
451	6, 7			Connection				\$ 72.22			
452	6, 7			Disconnection				\$ 66.29			
453				SS7 Signaling Transport associated with ULS-ST	USAGE	\$ 0.000176	per Message	N/A	NA		
454				ULS-ST Ports							
455				Basic Line Port - Residence, per Port	UJR	\$ 2.18		\$ 53.01			
456											
457				Unbundled Local Switching							
458	10			ULS Usage, per Originating or Terminating MOU (statewide)	N/A	TBD	per Mou	NA	NA		
459				Daily Usage Feed (DUF), per message	N/A	\$ 0.000459	per Message				
460	6, 8			Customized Routing, per Line Class Code, per switch, new LCC, per LCC	UROPW	N/A		\$256.29	NA		
461	6, 8			Custom Routing, via LCC - New Network Routing, per Route, per switch				\$59.02			
462				Custom Routing, via LCC - New Network Routing, per Route, per switch							
463	6, 7			Connection				\$ 33.94			
464	6, 7			Disconnection				\$ 35.36			
465	6			Billing Establishment Charge, if applicable, per CLEC	NR9UJ	NA		\$ 2,718.64	NA		
466				Service Coordination Fee, per CLEC bill, per switch	UFEPW	\$ 1.15		N/A	NA		
467				Subsequent Training, per Company Person, per Hour	NR9UT	N/A		\$ 82.10	NA		
468											
469				Port Charge, per Month, per Port - ULS-ULS-ST							
470				Analog Line Port	UPC	\$ 2.18	per Port	\$ 53.01	N/A		
471				Basic Line Port - PBX 2W	UVL	\$ 2.18	per Port	\$ 53.01	N/A		
472				Basic Line Port - PBX 1W In	U1L	\$ 2.18	per Port	\$ 53.01	N/A		
473				Basic Line Port - PBX 1W Out	UOL	\$ 2.18	per Port	\$ 53.01	N/A		
474				Ground Start Port	UPZ	\$ 2.18	per Port	\$ 53.01	N/A		
475				Ground Start Port - PBX 1W In	U1Z	\$ 2.18	per Port	\$ 53.01	N/A		
476				Ground Start Port - PBX 1W Out	UOZ	\$ 2.18	per Port	\$ 53.01	N/A		
477				Analog DID Trunk Port	UPR	\$ 20.65	per Port	\$ 53.01	N/A		
478				per Telephone Number	UDM	\$ 0.06	per Number	N/A	N/A		
479	6			Add / Rearrange each Termination	REAJG	N/A		\$ 48.48	N/A		
480				ISDN BRI Port	U2P	\$ 9.34	per Port	\$ 53.01	N/A		
481				per Telephone Number	UZN	\$ 0.06	per Number	NA	NA		
482				ISDN-Direct Port - Custom	U25	\$ 9.34	per Port	\$ 53.01	N/A		
483				per Telephone Number	UZN	\$ 0.06	per Number				
484											
485				Centrex Basic Line Port	U3XAA-CA	\$ 2.18	per Port	\$ 53.01	N/A		
486				Centrex Basic Line Port	U3XAB-CB	\$ 2.18	per Port	\$ 53.01	N/A		
487				Centrex Basic Line Port	U3XAD-CD	\$ 2.18	per Port	\$ 53.01	N/A		
488				Centrex Basic Line Port	U3XAE-CE	\$ 2.18	per Port	\$ 53.01	N/A		
489				Centrex ISDN BRI Port	PENDING	\$ 6.11	per Port	\$ 53.01	N/A		
490				Centrex ISDN Line Port-Custom	PENDING	\$ 9.34	per Port	\$ 53.01	N/A		
491				Centrex EKL Line Port	U3XAC-CC	\$ 4.92	per Port	\$ 53.01	N/A		
492				Centrex Attendant Console Line Port	U6A	\$ 7.12	per Port	\$ 106.01	N/A		
493				Basic COPTS Port	UYC	\$ 3.24	per Port	\$ 53.01	N/A		
494				COPTS-Coin Line Port	U5N	\$ 3.24	per Port	\$ 53.01	N/A		
495											
496				Port Non-Recurring Charges - ULS-ULS-ST							
497				Basic Line Port							
498	6			Service Order - Initial	NR9UU	NA		\$ 2.35	N/A		
499	6			Service Order - Subsequent	NR9UV	NA		\$ 5.40			
500	6			Service Order - Record Work Only	NR9F6	NA		\$ 5.40	N/A		
501				Complex Line Port							
502	6			Service Order - Initial	NR9B5	NA		\$ 27.60	N/A		

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
503	6	Service Order - Subsequent			NR9UV	NA		\$	11.58		
504	6	Service Order - Record Work Only			NR9F7	NA		\$	11.58	N/A	
505											
506											
507	Port Conversion										
508	6	Basic Port Conversion (Conversion Charge - Change from one type of line-port to another, per each changed.			REAKD	NA		\$	0.77	N/A	
509											
510	Tandem Switching										
511		per minute of use (without Tandem Trunks)			USAGE	\$	0.000569		NA	NA	
512											

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
513	EELs										
514		Service Order									
515	6, 8			Electronic Establish				\$16.61			
516	6, 7			Electronic Establish (Connection)				\$ 10.48			
517	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
518	6, 8			Electronic Subsequent				\$10.04			
519	6, 8			Manual Establish				\$93.25 \$0.00			
520	6, 7			Manual Establish (Connection)				\$ 63.12			
521	6, 7			Manual Establish (Disconnection)				\$ 42.47			
522	6, 8			Manual Subsequent				\$59.18			
523			2 Wire	Loop Digital Service Order Charge							
524	6, 8			Electronic Establish				\$16.61			
525	6, 7			Electronic Establish (Connection)				\$ 10.48			
526	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
527	6, 8			Electronic Subsequent				\$10.04			
528	6, 8			Manual Establish				\$93.25			
529	6, 7			Manual Establish (Connection)				\$ 63.12			
530	6, 7			Manual Establish (Disconnection)				\$ 42.47			
531	6, 8			Manual Subsequent				\$59.18			
532			DS1 Loop	Service Order Charge, per ASR or LSR							
533	6, 8			Electronic Establish				\$17.27			
534	6, 7			Electronic Establish (Connection)				\$ 11.14			
535	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
536	6, 8			Electronic Subsequent				\$10.04			
537	6, 8			Manual Establish				\$99.88			
538	6, 7			Manual Establish (Connection)				\$ 69.74			
539	6, 7			Manual Establish (Disconnection)				\$ 42.47			
540	6, 8			Manual Subsequent				\$59.18			
541			DS1 Transport	Service Order Charge, per ASR or LSR							
542	6, 8			Electronic Establish				\$17.56			
543	6, 7			Electronic Establish (Connection)				\$ 11.44			
544	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
545	6, 8			Manual Establish				\$102.83			
546	6, 7			Manual Establish (Connection)				\$ 72.70			
547	6, 7			Manual Establish (Disconnection)				\$ 42.47			
548			DS3 Transport	Service Order Charge, per ASR or LSR							
549	6, 8			Electronic Establish				\$17.56			
550	6, 7			Electronic Establish (Connection)				\$ 11.44			
551	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
552	6, 8			Manual Establish				\$102.83			
553	6, 7			Manual Establish (Connection)				\$ 72.70			
554	6, 7			Manual Establish (Disconnection)				\$ 42.47			
555			Central Office	DS1 to Voice MUX Service Order							
556	6, 8			Electronic Establish				\$17.56			
557	6, 7			Electronic Establish (Connection)				\$ 11.44			
558	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
559	6, 8			Manual Establish				\$102.83			
560	6, 7			Manual Establish (Connection)				\$ 72.70			
561	6, 7			Manual Establish (Disconnection)				\$ 42.47			
562			Non-Channelized	DS1 EELs Service Order							
563	6, 8			Electronic Establish				\$17.27			
564	6, 7			Electronic Establish (Connection)				\$ 11.14			
565	6, 7			Electronic Establish (Disconnection)				\$ 8.63			
566	6, 8			Manual Establish				\$101.64			
567	6, 7			Manual Establish (Connection)				\$ 69.74			
568	6, 7			Manual Establish (Disconnection)				\$ 42.47			
569											
570		Provisioning									
571	6, 8		2 Wire	Analog Loop Connection - Initial				\$56.18			
572	6, 7			2 Wire Analog Loop Connection - Initial (Connection)				\$ 49.44			
573	6, 7			2 Wire Analog Loop Connection - Initial (Disconnection)				\$ 9.50			
574	6, 8		2 Wire	Analog Loop Connection - Additional				\$38.85			
575	6, 7			2 Wire Analog Loop Connection - Additional (Connection)				\$ 33.86			
576	6, 7			2 Wire Analog Loop Connection - Additional (Disconnection)				\$ 7.03			
577	6, 8		4 Wire	Analog Loop Connection - Initial				\$56.18			
578	6, 7			4 Wire Analog Loop Connection - Initial (Connection)				\$ 49.44			
579	6, 7			4 Wire Analog Loop Connection - Initial (Disconnection)				\$ 9.50			
580	6, 8		4 Wire	Analog Loop Connection - Additional				\$38.85			
581	6, 7			4 Wire Analog Loop Connection - Additional (Connection)				\$ 33.86			
582	6, 7			4 Wire Analog Loop Connection - Additional (Disconnection)				\$ 7.03			
583	6, 8		2 Wire	Digital Loop Connection - Initial				\$72.50			
584	6, 7			2 Wire Digital Loop Connection - Initial (Connection)				\$ 65.76			
585	6, 7			2 Wire Digital Loop Connection - Initial (Disconnection)				\$ 9.50			
586	6, 8		2 Wire	Digital Loop Connection - Additional				\$35.44			
587	6, 7			2 Wire Digital Loop Connection - Additional (Connection)				\$ 30.46			
588	6, 7			2 Wire Digital Loop Connection - Additional (Disconnection)				\$ 7.03			
589	6, 8		4 Wire	DS1 Digital Loop Connection - Initial				\$256.71			
590	6, 7			4 Wire Digital Loop Connection - Initial (Connection)				\$ 248.22			
591	6, 7			4 Wire Digital Loop Connection - Initial (Disconnection)				\$ 11.97			
592	6, 8		4 Wire	DS1 Digital Loop Connection - Additional				\$141.01			

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
593	6, 7			4 Wire Digital Loop Connection - Additional (Connection)				\$ 135.15			
594	6, 7			4 Wire Digital Loop Connection - Additional (Disconnection)				\$ 8.25			
595	6, 8			Central Office Multiplexing DS1 to Voice - Initial				\$ 72.39			
596	6, 7			Central Office Multiplexing DS1 to Voice - Initial (Connection)				\$ 66.78			
597	6, 7			Central Office Multiplexing DS1 to Voice - Initial (Disconnection)				\$ 7.92			
598	6, 8			Central Office Multiplexing DS1 to Voice - Additional				\$ 39.58			
599	6, 7			Central Office Multiplexing DS1 to Voice - Additional (Connection)				\$ 36.59			
600	6, 7			Central Office Multiplexing DS1 to Voice - Additional (Disconnection)				\$ 4.20			
601	6, 8			DS1 Interoffice UDT - Collocated - Initial				\$ 104.45			
602	6, 7			DS1 Interoffice UDT - Collocated - Initial (Connection)				\$ 95.69			
603	6, 7			DS1 Interoffice UDT - Collocated - Initial (Disconnection)				\$ 12.35			
604	6, 8			DS1 Interoffice UDT - Collocated - Additional				\$ 67.78			
605	6, 7			DS1 Interoffice UDT - Collocated - Additional (Connection)				\$ 61.65			
606	6, 7			DS1 Interoffice UDT - Collocated - Additional (Disconnection)				\$ 8.64			
607											
608											
609	6, 8			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial				\$ 292.84			
610	6, 7			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Connection)				\$ 280.64			
611	6, 7			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Disconnection)				\$ 17.20			
612	6, 8			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Add'l				\$ 155.01			
613	6, 7			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Connection)				\$ 146.40			
614	6, 7			4 Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Disconnection)				\$ 12.13			
615											
616											
617	6, 8			DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)				\$ 151.91			
618	6, 7			DS3 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Connection)				\$ 139.71			
619	6, 7			DS3 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Disconnection)				\$ 17.20			
620	6, 8			DS3 Interoffice UDT - Collocated - Add'l				\$ 57.39			
621	6, 7			DS3 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Connection)				\$ 48.78			
622	6, 7			DS3 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Disconnection)				\$ 12.13			
623											
624											
625	6			Clear Channel Capability - Initial				\$ 70.32			
626	6			Clear Channel Capability - Add'l				\$ 8.87			
627											
628				Special Access UNE Conversions							
629	6			Project Administrative Charge, per service order				\$ 25.57			
630											
631	6			Private Line to UNE Conversion				\$ 25.57			
632											
633				Unbundled Switch Port - Vertical Features							
634				Analog Line Port Features (per feature per port):							
635				Call Waiting							
636				Call Forwarding Variable							
637				Call Forwarding Busy Line							
638				Call Forwarding Don't Answer							
639				Three-Way Calling							
640				Speed Calling - 8							
641				Speed Calling - 30							
642				Auto Callback/Auto Redial							
643				Distinctive Ring/Priority Call							
644				Selective Call Rejection/Call Blocker							
645				Auto Recall/Call Return							
646				Selective Call Forwarding							
647				Calling Number Delivery							
648				Calling Name Delivery							
649				Calling Number/Name Blocking							
650				Anonymous Call Rejection (to date only available in Texas)							
651											
652				Analog Line Port Features:							
653				Personalized Ring (per arrangement per port)							
654				Hunting Arrangement (per arrangement)							
655											
656				ISDN BRI Port Features (per B Channel, unless noted)							
657				CSV/CSD per ISDN BRI port (required/provided)							
658											
659											
660				Unbundled Centrex System Options for ULS-ULS-ST							
661				System Features, per Common Block	USFCB	\$ 378.58		NA	NA		
662	6, 8			Centrex Common Block Establishment, each, if required				\$ 459.04			
663	6			System Features Change or Rearrangement, per Feature, per Occasion	REAJY	N/A		\$ 50.89			
664				System Feature Activation, per Feature, per Occasion							
665				Install and Remove	NR9VY	N/A		\$ 85.99			
666				Install Only	NR9UE	N/A		\$ 50.89			
667											

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
668	OTHER										
669											
670	Directory Assistance										
671				UNE P DA							
672				Directory Assistance - per call		\$ 0.258					
673				Directory Assistance - 12 month term		\$ 0.255					
674				Directory Assistance - 24 month term		\$ 0.250					
675				Directory Assistance - 36 month term		\$ 0.245					
676				Directory Assistance Call Completion (DACC) - per call		\$ 0.021					
677				National Directory Assistance - per call UNE-P		\$ 0.65					
678				Facility Based DA, NDA, Reverse DA - per call		\$ 0.35					
679											
680				Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	\$ 0.35		NA	NA		
681				Directory Assistance Call Completion (DACC)	OPEN	\$ 0.021		NA	NA		
682				Branding - Other - Initial/Subsequent Load	OPEN			\$ 1,800.00	NA		
683				- per call	OPEN	\$ 0.025					
684											
685				Branding - Facility Based - Initial/Subsequent Load							
686	3			- Branding, per trunk group	OPEN	NA		\$ 299.73			
687											
688				Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA		
689				Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA		
690											
691	DA Listing License 13										
692				Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)							
693				- per listing for initial load	OPEN	NA		\$ 0.040	NA		
694				- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA		
695				Option #2 Full File (all states inclusive) Billable Release							
696				- per listing for initial load	OPEN	NA		\$ 0.020	NA		
697				- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA		
698				- per usage/query	OPEN	NA		\$ 0.020	NA		
699				Option #3 Pick & Choose (by state) Non-billable Release (no query charges)							
700				- per listing for initial load	OPEN	NA		\$ 0.050	NA		
701				- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA		
702				Option #4 Pick & Choose (by state) Billable Release							
703				- per listing for initial load	OPEN	NA		\$ 0.020	NA		
704				- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA		
705				- per usage/query	OPEN	NA		\$ 0.020	NA		
706											
707	Operator Services										
708				Fully Automated Call Processing, per occurrence	OPEN	0.018		NA	NA		
709				Manual Call Assistance - per occurrence		\$ 0.364					
710											
711				Branding - Other - Initial/Subsequent Load	OPEN			\$ 1,800.00	NA		
712				- per call	OPEN	\$ 0.025					
713											
714				Branding - Facility Based - Initial/Subsequent Load							
715	3			- Branding, per trunk group	OPEN	NA		\$ 299.73			
716											
717				Operator Services - Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA		
718				Operator Services - Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA		
719											
720	Resale										
721				Facility Based DA, NDA, Reverse DA - per call		\$ 0.35					
722											
723	Non-Pub ENS					NA		\$ 12.50			
724											
725											
726	Structure Access - Poles & Ducts					Annually					
727				Per Pole attachment*	OPEN	\$ 1.69		NA	NA		
728				Per Foot of innerduct:							
729				with two or fewer innerducts	OPEN	\$ 0.38		NA	NA		
730				with three innerducts	OPEN	\$ 0.26		NA	NA		
731				with four innerducts	OPEN	\$ 0.19		NA	NA		
732				Application fee	OPEN	NA		\$ 200.00			
733				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional							
734				one foot of space, or fraction thereof, rendered unusable by the attachment's presence.							

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring			Non-Recurring		
735											
736				Emergency Number Service Access							
737				**Emergency 9-1-1 pricing is interim until an Illinois specific approved cost study							
738				is completed. The new rates will become effective automatically on the							
739				effective date of the approved cost study							
740				911 Selective Router Interconnection							
741				-Digital DS1 Interface	USAGE	\$ 205.16		\$ 572.39			
742				-Each DSO installed	USAGE	NA		\$ 319.30			
743				-Analog Channel Interface	EVG9X	\$ 19.81		\$ 496.18			
744				ANI/ALI/SR and Database Management	EVG9X						
745				- Per 100 records, rounded up to nearest 100	9589X	\$ 3.93					
746				911 Selective Router Switch Administration							
747				-Per Selective Router	USAGE	\$ 5.06		\$ 233.32			
748											
749											
750				Unbundled Access to AIN Query		BFR					
751											
752				RECIPROCAL COMPENSATION							
753				End Office Local Termination		\$ 0.003746	per mou	NA			
754				Tandem Switching		\$ 0.001072	per mou	NA			
755				Tandem Transport Termination, per MOU	USAGE	\$ 0.000201		NA			
756				Tandem Transport Facility per MOU, per Mile	USAGE	\$ 0.000013		NA			
757				ISP-bound Traffic, per MOU	USAGE	\$ 0.000700		NA			
758											
759				TRANSIT SERVICE							
760				Tandem Switching, per minute of use	USAGE	\$ 0.004836		NA			
761				Tandem Termination, per minute of use	USAGE	\$ 0.000189		NA			
762				Tandem Facility, per minute of use	USAGE	0.0000093		NA			
763											
764				RESALE							
765											
766				The rate for resale services, including nonrecurring charges, shall be as set forth in SBC Illinois ICC Tariff No. 20, Part 22 (which shall reflect the appropriate commission ordered resale discount).							
767											
768				WHITE PAGES							
769				Extra Listings:							
770				Chicago Exchange	RLT	\$ 0.82					
771				Exchange included in Chicago Suburban Directories:	RLT	\$ 0.82					
772				Algonquin, Calumet City, Forest							
773				Antioch, Cary, Fox Lake							
774				Arlington Heights, Chicago Heights, Frankfort							
775				Aurora, Cicero, Franklin Park							
776				Barrington, Crete, Geneva							
777				Bartlett, Darien, Glencoe							
778				Batavia, Deerfield, Glen Ellyn							
779				Beecher, Downers Grove, Glenview							
780				Bellwood, Dundee, Grayslake							
781				Bensenville, Elgin, Half Day							
782				Berwyn, Elk Grove, Harvey							
783				Bloomington, Elmhurst, Highland Park							
784				Blue Island, Elwood, Hinsdale							
785				Braidwood, Evanston, Homewood							
786				Brookfield, Evergreen Park, Itasca							
787				Joliet, Oak Lawn, Warrenville							
788				La Grange, Oak Park, Wauconda							
789				Lake Forest, Orland, Waukegan							
790				Lake Villa, Palatine, West Chicago							
791				Lake Zurich, Palos Park, Western Springs							
792				Lansing, Peotone, Wheaton							
793				Lemont, Pistakee Highlands, Wheeling							
794				Libertyville, Plainfield, Willow Springs							
795				Lockport, Platteville, Wilmette							
796				Lombard, Riverdale, Wilmington							
797				Manhattan, River Grove, Winnetka							
798				Maywood, Riverside, Zion							
799				Minooka, Roselle							
800				Mokena, Round Lake							
801				Monee, St. Charles							
802				Mundelein, Schaumburg							
803				Naperville, Skokie							
804				New Lenox, Summit							
805				Northbrook, Thornton							
806				Oak Forest South, Tinley Park							
807				Other Exchange	LR2	\$ 0.58					
808											
809				Private Directory Service, each separate customer service	NPU	\$ 1.20					
810				The Private Directory Service rate does not apply to:							
811				A. Reversed Charge Service.							
812				B. Foreign Exchange, Foreign District or Foreign Central Office							
813				Service if the customer has other exchange service which is listed							
814				in the published telephone directory at the same address.							
815				C. Additional service furnished to the same customer who has service							
816				listed in the published telephone directory at the same address.							
817				D. A customer living in a hotel, hospital, retirement complex,							
818				apartment house, boarding house, or club if the customer is listed							

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

	A	B	C	D	E	F	G	H	I	J	K
1	ILLINOIS				USOC	Recurring		Non-Recurring			
819				under the telephone number of the P.B.X. or semipublic service							
820				furnished to the hotel, hospital, retirement complex, apartment							
821				house, boarding house or club.							
822				E. Temporary service furnished for short periods, such as for							
823				elections, special events (e.g., fairs, exhibits, parades, etc.)							
824				and other special situations.							
825				F. 800 Service.							
826											
827				Semi-Private Directory Service, each separate customer listing	NLT	\$ 0.50					
828											
829				Number Search and Assignment	RNCSP			\$ 38.00			
830											
831				Directory Price List							
832				Locality Price 2004							
833				Algonquin				\$ 19.10			
834				Alton				\$ 16.70			
835				Arlington Heights				\$ 29.35			
836				Aurora				\$ 20.45			
837				Barrington				\$ 29.35			
838				Bartlett				\$ 29.35			
839				Beardstown				\$ 11.35			
840				Belleville				\$ 16.70			
841				Bensenville				\$ 29.35			
842				Big Rock				\$ 20.45			
843				Bloomington				\$ 29.35			
844				Blue Island				\$ 25.00			
845				Buffalo Grove - Wheeling				\$ 29.35			
846				Cairo				\$ 11.35			
847				Calumet City				\$ 25.00			
848				Canton				\$ 12.25			
849				Cary				\$ 19.10			
850				Chain O'Lakes				\$ 19.10			
851				Champaign				\$ 19.10			
852				Chicago WP				\$ 41.05			
853				Chicago Heights				\$ 25.00			
854				Cicero				\$ 23.80			
855				Clinton County				\$ 16.70			
856				Collinsville				\$ 16.70			
857				Crete				\$ 25.00			
858				Crystal Lake				\$ 19.10			
859				Danville				\$ 13.65			
860				Darien				\$ 29.35			
861				Decatur				\$ 16.20			
862				Deerfield				\$ 25.00			
863				Delavan				\$ 11.35			
864				Downers Grove				\$ 29.35			
865				Dundee				\$ 29.35			
866				Dwight				\$ 11.80			
867				East St. Louis				\$ 16.70			
868				Edwardsville				\$ 16.70			
869				Elburn				\$ 20.45			
870				Elgin				\$ 29.35			
871				Elk Grove Village				\$ 29.35			
872				Elmhurst				\$ 29.35			
873				Evanston				\$ 25.00			
874				Evergreen Park				\$ 25.00			
875				Forrest				\$ 11.35			
876				Frankfort				\$ 21.00			
877				Galena				\$ 14.70			
878				Geneva				\$ 29.35			
879				Gibson City				\$ 11.35			
880				Gilman				\$ 11.80			
881				Glen Ellyn				\$ 29.35			
882				Glenview				\$ 25.00			
883				Granite City				\$ 16.70			
884				Greenville				\$ 11.80			
885				Hampshire				\$ 12.25			
886				Harvard				\$ 19.10			
887				Harvey				\$ 25.00			
888				Highland Park				\$ 25.00			
889				Hinsdale				\$ 29.35			
890				Homewood				\$ 25.00			
891				Joliet				\$ 21.00			
892				Kankakee				\$ 14.70			
893				La Grange				\$ 23.80			
894				La Salle				\$ 14.70			
895				Lake Forest				\$ 25.00			
896				Lansing				\$ 25.00			
897				Lemont				\$ 21.00			
898				Libertyville				\$ 23.80			
899				Lombard - Villa Park				\$ 29.35			
900				Marengo				\$ 19.10			
901				Maywood				\$ 23.80			
902				McHenry				\$ 19.10			
903				Morris				\$ 12.25			

	A	B	C	D	E	F	G	H	I	J	K		
1	ILLINOIS				USOC	Recurring		Non-Recurring					
904				Mount Vernon				\$	14.70				
905				Naperville				\$	29.35				
906				Nashville				\$	11.35				
907				Oak Park				\$	23.80				
908				Olive Branch				\$	11.35				
909				Orland Park				\$	25.00				
910				Palatine				\$	29.35				
911				Park Ridge - Des Plaines				\$	23.85				
912				Peoria				\$	26.40				
913				Quad Cities				\$	27.00				
914				Quincy				\$	14.70				
915				River Grove				\$	23.80				
916				Riverdale				\$	25.00				
917				Rockford				\$	27.85				
918				Schaumburg				\$	29.35				
919				Seneca				\$	11.80				
920				Skokie				\$	25.00				
921				South Beloit				\$	13.10				
922				Springfield				\$	25.00				
923				Sterling				\$	12.25				
924				Summit				\$	25.00				
925				Tinley Park				\$	25.00				
926				Vandalia				\$	11.80				
927				Watseka				\$	11.80				
928				Waukegan				\$	23.80				
929				Wilmington				\$	21.00				
930				Winnetka				\$	25.00				
931				Woodstock				\$	19.10				
932				Yorkville				\$	20.45				
933				Zion				\$	23.80				
934													
935				Chicago Metropolitan Area (MSA-1) Name and Address Service									
936				Charge for each completed call within MSA-1 (whether the information is furnished or not)				\$	0.30				
937													
938				1 - This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. Any true-up shall be pursuant to the requirements of that Order.									
939				2 - Intentionally Omitted									
940				3 - Pursuant to Second Interim Order in ILL. C.C. Docket Nos. 96-0486/0569 Consolidated, dated February 17, 1998 .									
941				4 - Intentionally Omitted									
942				5 - Intentionally Omitted									
943				6 - Intentionally Omitted									
944				7 - In accordance with the Commission's UNE Loop Order in Docket 02-0864, the connect and disconnect charges must be disaggregated within the first quarter of 2005.									
945				8 - These rates will be replaced by rates becoming effective 3/31/05.									
946				9 - Intentionally Omitted.									
947				10 - Pursuant to ICC Dockets #96-0486/0569 Consolidated									
948				11 - Interim, subject to true-up pursuant to Section 1.6 of Appendix Pricing.									
949				12 - SBC ILLINOIS shall expressly certify that no cost recovered by routine network modification charges is recovered by any other rate or charge.									

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

	A	B	C	D	E	F	G	H	I	J	K
									Year 1 (10/02/03 to 10/01/04)	Year 2 (10/02/04 to 10/01/05)	Year 3 (10/02/05 to 10/01/06)
1											
2											
3	HFPL										
4		2-Wire									
5			PSD #1 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
6			PSD #1 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
7			PSD #1 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
8											
9			PSD #2 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
10			PSD #2 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
11			PSD #2 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
12											
13			PSD #3 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
14			PSD #3 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
15			PSD #3 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
16											
17			PSD #4 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
18			PSD #4 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
19			PSD #4 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
20											
21			PSD #5 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
22			PSD #5 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
23			PSD #5 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
24											
25			PSD #7 - 2-Wire Access Area C- Rural						\$ 2.85	\$ 5.70	\$ 8.55
26			PSD #7 - 2-Wire Access Area B- Suburban						\$ 1.77	\$ 3.54	\$ 5.30
27			PSD #7 - 2-Wire Access Area A- Metro						\$ 0.65	\$ 1.30	\$ 1.94
28											
29		4-Wire									
30			PSD #3 - 4-Wire Access Area C- Rural						\$ 6.66	\$ 13.32	\$ 19.97
31			PSD #3 - 4-Wire Access Area B- Suburban						\$ 4.21	\$ 8.41	\$ 12.62
32			PSD #3 - 4-Wire Access Area A- Metro						\$ 1.02	\$ 2.04	\$ 3.06

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be in effect with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be in effect with the first full month of performance after Commission approval of the plan.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective data of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657

- Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

**AMENDMENT TO
 INTERCONNECTION AGREEMENT
 BETWEEN
 ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
 AND
 MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

This TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois (“AT&T”) and MCImetro Access Transmission Services 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 Illinois.

WITNESSETH:

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 May 1, 2005 (the “Agreement”); 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, 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 Remand as set forth herein;

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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").
8. Reservation of Rights. 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.

ILLINOIS TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
 - 0.1.2 Intentionally Omitted.
 - 0.1.3 Intentionally Omitted.
 - 0.1.4 Intentionally Omitted.
 - 0.1.5 Intentionally Omitted.
 - 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 determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC’s TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC 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 ILEC 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.” Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
 - 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment 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 Attachment. 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 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), 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. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC 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 ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, 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).
- 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) includes 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 other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 0.1.17 Intentionally Omitted.
- 0.1.18 Intentionally Omitted.
- 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 Omitted.
- 0.1.21 ICC. ICC means the Illinois Commerce Commission.
- 0.1.22 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 Intentionally Omitted.

- 2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.** 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 Section 2.0.

- 2.1 The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE-P end user customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. In accordance with Rule 51.319(d)(2), AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, in accordance with the following provisions:
- 2.1.1 AT&T is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act for non-Embedded Base customers. AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) and orders issued by the ICC. The price for such ULS and UNE-P shall be AT&T's tariffed and effective ULS and UNE-P rates as of June 25, 2004, plus one dollar. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user. CLEC shall be entitled to initiate move orders and orders for additional UNE-P lines for Embedded Base customers.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act and in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, 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 ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the ULS element to an alternative arrangement within 12 months of the effective date of the TRO Remand, i.e., March 11, 2006. CLEC and AT&T agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 of the TRO Remand to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with this ULS/UNE-P transition plan unless otherwise agreed to by the Parties.
 - 2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P 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
 - 2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) will be the only non-recurring charge(s) that apply.
 - 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to market-based rates.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement.
- 2.3 Intentionally left blank.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport

- 3.1 AT&T is not required to provision the following new DS1, DS3, and Dark Fiber Loops, and Dedicated Transport as unbundled elements under Section 251, either alone or in a Section 251 combination except as follows:
 - 3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis under Section 251.
 - 3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any Building not served by (a) a wire center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future DS1 Loop unbundling in accordance with Section 251 will be required of AT&T in that wire center, except as otherwise set forth in this Attachment.
 - 3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as Section 251 unbundled Loops.
 - 3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis under Section 251 to any Building not served by (a) a wire center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and

the wire center exceeds both of these thresholds, no future Section 251 DS3 Loop unbundling will be required of AT&T in that wire center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii), AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as Section 251 unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future Section 251 DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 Dedicated Transport circuits on each route on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis under Section 251.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2, the rates for the High-Capacity Loop and Transport Embedded Base arrangements (including dark fiber loop and transport arrangements), in accordance with Rule 51.319(a) and Rule 51.319(e), shall be AT&T's tariffed and effective DS1 and DS3 loop, dedicated transport, and dark fiber loop and transport rates as of June 25, 2004, plus 15%. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide Unbundled Loops and Transport pursuant to Section 251 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 in accordance with the Unbundled Loop and Transport transition plan in Section 3.2 of this Attachment unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and 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.

3.2.2.1 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.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) and/or non-recurring charges, if any as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only non-recurring charge(s) that apply.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

3.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes

4.1 AT&T has designated and posted to CLEC Online a list of wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as stated in Section 0.1.7 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as stated in Sections 0.1.8 and 0.1.9 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any Dark Fiber Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or

transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the ICC has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then, prior to submitting an order for an unbundled a DS1/DS3 Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement at a wire center designated by AT&T and posted to CLEC Online, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.7, 0.1.8 or 0.1.9 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of Non-Impaired Wire Centers compiled by AT&T as creating a presumption that a wire center is not impaired. CLEC may self-certify by sending written notification to AT&T using letter, facsimile or e-mail. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 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 was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 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 newly-designated DS1/DS3 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 desires not to have the applicable established DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/DS3 Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to

Dark Fiber Dedicated Transport is within 18 months. All such transitional periods apply from the date of the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. AT&T shall continue to provide access to DS1 Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 Loops;
- (b) CLEC's transition of DS1/DS3 Loops to an alternative arrangement; or
- (c) the applicable transition period.

AT&T will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.

- 4.1.1.6 If the CLEC does provide self-certification, AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 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 ICC has previously determined, in any proceeding, even if CLEC was not a party to that proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then CLEC shall not be entitled to DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of such wire center. AT&T CLEC Online shall be updated to indicate that the wire center was the subject of an ICC determination. If CLEC withdraws its self-certification after a dispute has been filed with the ICC, but before the ICC has made a determination regarding the wire center designation, AT&T's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.
- 4.1.3 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of a CLEC self-certification. In the state of Illinois, if it desires to do so by filing a complaint at the ICC, AT&T may dispute the self-certification and associated CLEC orders for DS1/DS3 Loops, DS1/DS3 Dedicated Transport, and Dark Fiber Dedicated Transport pursuant to the following procedures: AT&T shall 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 Attachment, whichever is later. AT&T shall include with the filing its direct case testimony and exhibits which may reasonably be supplemented. To the extent this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter issued within 5 business days following the filing of a dispute. 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 ICC to adopt a case schedule resulting in the prompt resolution of the dispute. During the pendency of any dispute resolution proceeding,

AT&T shall continue to provide the loop or transport facility in question to CLEC at the rates in the Pricing Schedule to the Agreement. If the CLEC withdraws its self-certification, or 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, then (with rates paid by CLEC for the affected loop or transport subject to true-up):

- (a) When AT&T designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that the circuit is provisioned and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1.
- (b) When AT&T designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned and the date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to AT&T within 90 days of the date on which the CLEC self-certification is reversed, then AT&T shall be entitled to convert the loop to an analogous AT&T wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (c) When AT&T designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that AT&T issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 3.2.1.
- (d) When AT&T designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date AT&T issued the Accessible Letter and the end of the transition period specified in Section 4.1 shall be those in Section 3.2.1. Rates during the period between the expiration of the transition period in Section 4.1 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to AT&T within 90 days of the date on which the CLEC self-certification is reversed, then AT&T shall be entitled to convert the loop to an analogous AT&T wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- (e) When AT&T issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after AT&T issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1.1.5 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1.1.5. Rates between the date that the circuit is provisioned or the date 30 days following the date AT&T issued the Accessible Letter, whichever is later, and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7.
- (f) When AT&T issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after AT&T issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned or the date 30 days following the date AT&T issued the Accessible Letter, whichever is later, and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to AT&T within 90 days of the date on which the CLEC self-certification is reversed, then AT&T shall be entitled to convert the loop to an analogous AT&T wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (g) When AT&T issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before AT&T issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates during the period between the date that is 30 days following the date that AT&T issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 4.1.1.7.
- (h) When AT&T issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before AT&T issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date 30 days after the date AT&T issued the Accessible Letter and the end of the transition period specified in Section 4.1.1.5 shall be those in Section 4.1.1.7. Rates during the period between the expiration of the transition period in Section 4.1.1.5 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to AT&T within 90 days of the date on which the CLEC self-certification is reversed, then AT&T shall be entitled to convert the loop to an analogous AT&T wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- 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.
- 4.1.5 When more than 60 days from the issuance of an AT&T designation of a wire center as non-impaired has elapsed, and if there has been no prior ICC determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify for the purpose of ordering new loop and transport facilities. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4 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.
- 4.2 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 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, as of the date of conversion). 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 Intentionally left blank.
- 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 of 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 the 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 above, and if CLEC and AT&T ILLINOIS have failed to reach agreement under Section 3.2.2.3 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.
- 4.6 Whenever AT&T updates its wire center list pursuant to Section 4.1.1.1 and in the course of that analysis gathers and/or reviews information upon which said updates are based, AT&T shall make available to CLEC, on a confidential basis, information advising when it believes a wire center has reached 90% of the number of Business Lines needed for the wire center to be classified as a Tier 1 or a Tier 2 Wire Center. In addition, AT&T will specify which wire centers it considers to have 2 Fiber-Based Collocators and 3 Fiber-Based Collocators. This information shall only be used by CLEC for planning its transition off of the UNE loops and transport it purchases from AT&T.
- 4.7. Intentionally omitted.
- 5.0 Intentionally Omitted.
- 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.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. 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 alternative 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 DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
 - (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.
- 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; provided, however, that CLEC shall promptly share records of its compliance with the qualifying service criteria discussed herein upon request from AT&T.
- 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 Illinois 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 Illinois.
- 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. The independent auditor’s report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor’s report, CLEC may bring a dispute directly to the ICC. Prior to bringing a dispute to the ICC under this section, however, CLEC shall provide notice of the dispute to AT&T so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor’s report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the ICC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor’s report. 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 ICC for resolution of the dispute, in which case no changes shall be made until the ICC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account governed by an appropriate joint escrow arrangement, pending resolution. 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 ICC 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 no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor’s finding and initiates a proceeding at the ICC and if the ICC upholds the auditor’s finding, any disputed amounts held in escrow shall be paid to AT&T 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 with the Eligibility Criteria for any High-Cap EELs, CLEC will reimburse AT&T for a fraction of the cost of the independent auditor equal to the number of High-Cap EELs that the auditor's report finds to be non-compliant divided by the total number of all High-Cap EELs leased by CLEC that were the subject of the audit. 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 ICC followed by the ICC 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 Intentionally Omitted.

8.0 Intentionally Omitted.

- 8.1 Intentionally omitted.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 AT&T 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. AT&T 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 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 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. AT&T is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 **Batch Hot Cut Process**: The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between AT&T and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by AT&T as retail, resale, UNE-P or Local Wholesale Complete™ (including instances where such arrangement is provided through a commercial arrangement) to non-AT&T-provided switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on AT&T’s CLEC Online website (or successor website). Any future enhancements or modifications to AT&T’s Batch Hot Cut Process Offerings will be made in accordance with AT&T’s Change Management Process. AT&T will ensure that its Batch Hot Cut Process Offerings comply with all applicable ICC batch cut rulings. Any changes to the volumes, provisioning, intervals or prices of AT&T’s Batch Hot Cut Process Offerings shall be incorporated into the Agreement by amendment, based on negotiations between AT&T and CLEC, or, if necessary, in accordance with Section 252. Any disputes between AT&T and CLEC relating to AT&T’s Batch Hot Cut Process Offerings shall be handled in accordance with the dispute resolution processes in the Agreement.

9.1 General:

- 9.1.1 **Enhanced Daily Process**: The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. AT&T places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.
- 9.1.2 **Defined Batch Hot Cut Process** – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using AT&T -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that AT&T must accept for a single day in a single central office for all CLECs combined is two hundred lines.
- 9.1.3 **Bulk Project Offering** – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service

provisioned using AT&T -provided switching to service provisioned using CLEC -provided switching.

- 9.1.4 The Coordinated Hot Cut (“CHC”) and Frame Due Time (“FDT”) options for the Enhanced Daily Process, the Defined Batch Process, and the Bulk Project offering (collectively, the “Batch Hot Cut Offerings”) are specific to these processes and may differ from CHC and FDT options offered for other hot cut offerings. The CHC option for the Batch Hot Cut Offerings allows a CLEC to request that AT&T reserve central office and local operation personnel to coordinate with the CLEC during a given time frame to migrate the end user with a minimum of downtime. The FDT option for the Batch Hot Cut Offerings allows CLEC to request that AT&T perform the hot cut anytime within a given time frame (typically an hour) on the loop due date.”
 - 9.1.5 If the CLEC is acting as a wholesale switching provider to the end user’s retail voice provider, the CLEC will submit Batch Hot Cut Process orders using the CLEC’s OCN and the end user’s retail voice provider will not issue orders to AT&T. AT&T will accept the Batch Hot Cut order from the CLEC acting as a wholesale switching provider and perform the batch hot cuts that cross-connect the unbundled loops to the wholesale CLEC’s collocation. If CLEC requests Batch Hot Cuts while acting as a wholesale switching provider, AT&T will assess the applicable charges for the Batch Hot Cut to CLEC, not to the retail voice provider. When CLEC is acting as a wholesale switching provider, it may include requests for batch hot cuts for lines currently served by one or more retail CLECs, as well as lines from its own embedded base, within the same batch.
- 9.2 Pricing for Batch Hot Cut Process Offerings
- 9.2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC’s underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC’s underlying interconnection Agreement.

10.0 Intentionally Omitted.

11.0 Intentionally Omitted.

12.0 Use Of Section 251 Unbundled Network Elements

12.1 Intentionally Omitted.

12.2 CLEC may not access an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.

12.3 Intentionally Omitted.

13.0 Intentionally Omitted.

14.0 Intentionally Omitted.

15.0 Entrance Facilities and Interconnection Facilities

15.0 In exchange for including in this TRRO Amendment the Commission-ordered resolution of the Entrance Facility issue raised in Docket 05-0442 (Issue 5, Sections 15.2, 15.3 and 15.4), the Parties agree that this Section 15 of the TRRO Amendment supersedes the Parties’ prior implementation in the Agreement of the ICC-ordered resolution of Pricing Issue 15 in the MCI/SBC Illinois Arbitration Order, Docket 04-0469. In particular, the Parties agree that as of the effective date of this TRRO Amendment,

the continued inclusion (if any) of the rates for Entrance Facilities set forth in lines 270-276 of the Pricing Schedule to the Agreement is only for purposes of the ICC's order in Docket 05-0442, and not as a result of the ICC's order in Docket 04-0469. MCI further agrees that, as of the effective date of this TRRO Amendment, MCI will not assert a prospective right to obtain entrance facilities on the basis of the ICC-ordered resolution of Pricing Issue 15 in Docket 04-0469.

- 15.1 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 90 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.
- 15.2 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").
- 15.3 Intentionally Omitted.
- 15.4 For avoidance of doubt, CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 15.1 if CLEC will use the facility for interconnection in accordance with Section 15.2. AT&T will perform such reclassification at no charge.

Batch Hot Cut Process Offerings Pricing Schedule

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>
<u>Enhanced Daily Rates</u>		
Enhanced Daily FDT Basic	NRFHA	\$29.84
Enhanced Daily CHC Basic	NRFHB	\$33.92
Enhanced Daily IDLC Basic	NRFHC	\$89.31
<u>Defined Batch Rates</u>		
Defined FDT Basic	NRFHD	\$25.28
Defined CHC Basic	NRFHE	\$26.64
Defined FDT Expanded	NRFHF	\$25.62
Defined CHC Expanded	NRFHG	\$26.92
Defined IDLC Basic	NRFHH	\$88.65
<u>Bulk Batch Rates</u>		
Bulk FDT Basic	NRFHJ	\$25.21
Bulk CHC Basic	NRFHK	\$26.57
Bulk FDT Expanded	NRFHL	\$25.54
Bulk CHC Expanded	NRFHM	\$26.86
Bulk FDT Premium	NRFHN	\$27.68
Bulk CHC Premium	NRFHO	\$29.30
Bulk IDLC Basic	NRFHP	\$88.65

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (“Amendment”) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter “ILEC”) in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter “CLEC”) in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (“13-State Region”) through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) “Most Favored Nation” (“MFN”) rights; but only to the extent that any such future CLEC affiliate or subsidiary (i) is operating as a competitive Local Exchange Carrier in ILEC’s territory in the 13-State Region and (ii) is interconnected and exchanging traffic with ILEC as a competitive Local Exchange Carrier. The Parties acknowledge and agree that CLEC has competitive Local Exchange Carrier affiliates that, in addition to operating as a competitive Local Exchange Carrier, operate as an incumbent Local Exchange Carrier or in some other Non-CLEC capacity (“Non-CLEC Operations”). The Parties agree that nothing in this Amendment is intended to bind CLECs future competitive Local Exchange Carrier affiliates or subsidiaries in any manner for such Non-CLEC Operations. ILEC and CLEC may be referred to individually as “Party” or collectively as the “Parties”.

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on August 1, 2007¹ ("Effective Date") and shall continue until July 31, 2009. 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 (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" and a certain Implementation Letter both entered into by the Parties on May 1, 2007.

1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. This

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. However, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, August 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from August 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from August 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36 ("FCC Order"), the affected provisions of this Amendment relating

to reciprocal compensation, Total Compensable 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 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 the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to reciprocal compensation, Total Compensable Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) 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 3.

4. **POI Requirements**

- 4.1 In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit B, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.
- 4.2 Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 14.4.1 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.
- 4.3 CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing

Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).

4.3.1 In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within the rate center.

4.3.2 In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within the local exchange area.

4.4 When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1 CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2 CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3 CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

- 4.4.4 CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the AT&T serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
 - 4.4.5 CLEC may purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
 - 4.4.6 CLEC may utilize the transport facilities from a third party; or
 - 4.4.7 CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5 The Parties acknowledge that CLEC is currently operating under multiple ICAs in certain states in the AT&T-13-state region. Therefore, when establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport 251(b)(5) Traffic, ISP-bound Traffic and/or intraLATA traffic utilizing any of CLEC's facilities; provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. If CLEC has multiple switches in a LATA operating under a single ICA, CLEC may establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the facilities of any CLEC's multiple switches in a LATA; provided, however, that traffic from each CLEC switch will be routed over a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and/or intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that CLEC must utilize a separate trunk group on the facility for traffic exchanged under each separate ICA in a state and may not combine traffic from more than one ICA on any trunk group. CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group.
- 4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed (including without limitation the elimination or decommissioning of a POI) without the mutual agreement of both Parties. However, subject to Sections 4.2 and 4.3 above, the Parties agree that CLEC may decommission a POI in the event that traffic exchanged through that POI is less than a T1 for three consecutive months, provided, however, CLEC must maintain a POI in each LATA in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC

companies). CLEC must provide ILEC thirty (30) days prior written notice before decommissioning any POI.

- 4.7 When a new POI is established under Section 4, ILEC shall be responsible for the provisioning of facilities on its side of the POI and CLEC shall be responsible for the provisioning of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8 When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
 - 4.8.1 Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.
 - 4.8.2 The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.8 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or

interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.

6. When interconnecting at ILEC's 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.
7. 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 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.
 - 7.1 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.
8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks 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 negotiate a transition plan to migrate the embedded one-

way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 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 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic**

13.1 Definitions.

"Section 251(b)(5) Traffic" shall mean the traffic that is lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. For purposes of this Amendment Section 251(b)(5) Traffic shall include mandatory extended area service calls and metropolitan calling area calls (as approved by the applicable Commission as of the Effective Date).

"ISP-Bound Traffic" shall mean any ISP traffic that, as of the Effective Date of this Amendment, is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001) ("ISP Remand Order") and the subsequent FCC CoreCom order, FCC 04-241, WC Docket No. 03-171 (released October 18, 2004) granting forbearance from enforcing certain provisions of the ISP Remand Order related to growth caps and the new markets rule.

“Total Compensable Traffic” shall mean the combination of Section 251(b)(5) and ISP-Bound Traffic exchanged by the Parties pursuant to the ICA and the combination of Section 251(b)(5) and ISP-Bound Traffic that originates from or terminates to a CLEC end user which is provided local telephone service (dialtone) via ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis pursuant to the Local Wholesale Complete (“LWC”) agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date.

“Intercarrier Traffic” includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic exchanged by the Parties pursuant to the ICAs and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date. The terms “transited traffic,” “intraLATA toll,” “mandatory EAS” “optional EAS traffic” and “Metropolitan Calling Area” will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

14. **Compensation**

- 14.1 The Parties shall compensate each other for all Total Compensable Traffic in accordance with the terms of this Section 14.
- 14.2 Intentionally Omitted.
- 14.3 CLEC-Originated Traffic. ILEC shall bill CLEC, for all CLEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment.
- 14.4 ILEC-Originated Traffic. CLEC shall bill ILEC for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit B of this Amendment. The Parties agree that the Exhibit B rates were calculated based on a CLEC-specific traffic study conducted by ILEC to determine the proportion of ISP-Bound Traffic and 251(b)(5) Traffic originated by ILEC and terminated by CLEC.²

² In the event that any telecommunications carrier should adopt this ICA, which includes this Amendment, pursuant to Section 252(i) of the Act (“Adopting CLEC”), it is ILEC’s position that the Adopting CLEC shall bill ILEC for all ILEC-originated Section 251(b)(5)

14.4.1 If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC 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, referred to as Virtual Foreign Exchange (Virtual FX) 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 Total Compensable Traffic for purposes of compensation provided however, that such end users must both be located within the same LATA.

14.5 IntraLATA Access Rates. For intraLATA toll traffic, exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005) or any successor agreements to the Local Wholesale Complete and 271 Local Switching agreements that may be entered into by the Parties prior to the Termination Date 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 IntraLATA Access Service Tariff, but such compensation shall not 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 such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

Traffic at the state specific rates in Exhibit A, and for ISP-Bound Traffic at the ISP rate of \$.0007 unless and until ILEC conducts a traffic study to determine the percentage of ILEC originated ISP Bound/251(b)(5) Traffic transported and terminated by Adopting CLEC and the ILEC and Adopting CLEC reach agreement on single state-specific rates and amend this Amendment in accordance with procedures set forth in Section 14.7 and Exhibit C. It is ILEC's position that for ISP-Bound Traffic ILEC and Adopting CLEC will use the FCC's rebuttable presumption as described in the underlying ICA. If the underlying ICA does not have rebuttable presumption language, it is ILEC's position that the following language shall apply to Adopting CLEC: (a) The parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where Adopting CLEC is using end office switching provided to Adopting CLEC by ILEC on a non-resale, wholesale basis pursuant to a Local Wholesale Complete agreement) and ISP-bound Traffic that is terminated by one party for the other party pursuant to the ICA between ILEC and Adopting CLEC within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other party pursuant to the ICA between ILEC and Adopting CLEC within that month shall be presumed to be ISP-bound Traffic. (b) Both ILEC and Adopting CLEC have the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the parties, or by any method approved by the applicable regulatory agency, including the Commission. If a party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval. For avoidance of doubt, ILEC and CLEC agree that this Footnote 2 has no force or effect between ILEC and CLEC and is intended by ILEC to apply only to Adopting CLECs.

14.6 Intercarrier Traffic. The Parties agree that the rates, terms and conditions for Intercarrier Traffic other than Total Compensable Traffic are as set forth in the applicable ICA, agreements, and/or tariff.

14.7 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit C of this Amendment. Upon completion of such studies, the Parties shall execute an amendment to this Amendment to reflect their agreement to use the resulting proportions of ISP-Bound Traffic and Section 251(b)(5) Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic for the remainder of the term of this Amendment. If the Parties cannot agree upon the appropriate proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound Traffic and Section 251(b)(5) Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound Traffic and Section 251(b)(5) Traffic as ordered by the state Commission.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Reservation of Rights

18.1 Intentionally Omitted.

- 18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3 The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, 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.
- 18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415

(D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

19. **Additional Terms and Conditions**

- 19.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 19.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this 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.
- 19.3 This 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.
- 19.4 The terms contained in this Amendment and its Exhibits A, B and C constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.

- 19.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6 This 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.
- 19.7 This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on August 1, 2007 (the Effective Date).


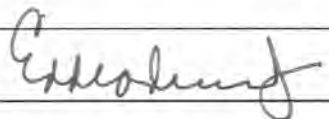
<p>MCImetro Access Transmission Services LLC</p>	<p>AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.</p>
<p>Signature: <u></u></p>	<p>Signature: <u></u></p>
<p>Name: <u>Peter H. Reynolds</u> Print or type</p>	<p>Name: <u>EDDIE A. REED JR</u> Print or type</p>
<p>Title: <u>Director</u></p>	<p>Title: Director – Contract Management</p>
<p>Date: <u>Oct 29, 2007</u></p>	<p>Date: <u>11-1-07</u></p>

EXHIBIT A

		Arkansas	Kansas	Oklahoma	Missouri³
End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
	Zone 3	\$0.001310	\$0.001310	\$0.003800	\$0.002807
	Zone 2	\$0.001690	\$0.001690	\$0.002516	\$0.001949
	Zone 1	\$0.002530	\$0.002530	\$0.002268	\$0.001620
Tandem Switching		\$0.000789	\$0.000789	\$0.000956	\$0.001231
Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
	Zone 3	\$0.000157	\$0.000157	\$0.000266	\$0.000246
	Zone 2	\$0.000171	\$0.000171	\$0.000282	\$0.000232
	Zone 1	\$0.000196	\$0.000196	\$0.000499	\$0.000155
	Interzone	\$0.000186	\$0.000186	\$0.000147	\$0.000271
Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.000008
Per Minute per Mile	Zone 3	\$0.000001	\$0.000001	\$0.000008	\$0.0000117
	Zone 2	\$0.000003	\$0.000003	\$0.000049	\$0.0000057
	Zone 1	\$0.000006	\$0.000006	\$0.000027	\$0.0000016
	Interzone	\$0.000001	\$0.000001	\$0.000002	\$0.0000030
		California	Nevada	Michigan	
End Office Call Set-Up		\$0.001448	\$0.003110	\$0.000622	
End Office Call Duration		\$0.001360	\$0.002506	\$0.000521	
Tandem Switching Set-Up		\$0.000629	\$0.002658	\$0.000322	
Tandem Switching Duration		\$0.000453	\$0.001261	\$0.000337	
Common Transport (Fixed)/Tandem Term Set-up		\$0.001251	\$0.000305	\$0.000077	
Tandem Term Duration		n/a	n/a	\$0.000081	
Common Transport (Variable) (per mou per mile)		\$0.000021	\$0.000019	\$0.000001	
		Illinois	Indiana	Ohio	Wisconsin
End Office Switching		\$0.003746	\$0.004097	\$0.003600	\$0.004241
Tandem Switching		\$0.001072	\$0.000307	\$0.000623	\$0.000704
Tandem Transport Termination		\$0.000201	\$0.000102	\$0.000146	\$0.000188
Tandem Transport Facility Mileage (per mou per mile)		\$0.000013	\$0.000005	\$0.000006	\$0.000014
Texas					
Call Set-Up		\$0.0010887			
Duration		\$0.0010423			
Connecticut					
End Office Served Rate		\$0.003576			
Tandem Served Rate		\$0.005560			

³ The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the Parties agree that ILEC shall not bill CLEC for any CLEC originated MCA traffic.

EXHIBIT B

<u>State</u>	<u>Rate</u> ⁴
<u>Arkansas</u>	\$0.000881
<u>California</u>	
Set Up	\$0.000229
Duration	\$0.000877
<u>Connecticut</u>	\$0.001186
<u>Illinois</u>	\$0.001188
<u>Indiana</u>	\$0.001196
<u>Kansas</u>	\$0.000880
<u>Michigan</u>	
Set Up	\$0.000104
Duration	\$0.000693
<u>Missouri</u> (70% MCA) ⁵	\$0.000282
<u>Nevada</u>	
Set Up	\$0.000547
Duration	\$0.001031
<u>Ohio</u>	\$ 0.001142
<u>Oklahoma</u>	\$ 0.001037
<u>Texas</u>	
Set Up	\$0.000152
Duration	\$0.000748
<u>Wisconsin</u>	\$0.001242

⁴ The Parties agree that the Exhibit B rates are based on the following:

- Eighty-six percent (86%) ISP-Bound traffic and fourteen percent (14%) 251 (b)(5) Traffic.
- A rate of \$0.0007 was used for ISP-Bound Traffic and the state-specific rates set forth in Exhibit A were used for 251(b)(5) Traffic (70% at the state-specific end office rate and 30% at the state-specific tandem rates).
- Where zone measurement is applicable, the Zone 2 rates set forth in Exhibit A were used.
- Where a common transport mileage charge is applicable, a common transport mileage charge of 15 miles was used.

⁵ The Parties agree that in accordance with Missouri Public Service Commission Case No. TO-92-306, the intercompany compensation for MCA traffic shall be bill and keep. Therefore, the rate contained in the matrix reflects, based on a traffic study exchanged by the Parties, that 70% of the traffic sent by ILEC to CLEC was MCA traffic and subject to bill and keep.

EXHIBIT C

TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5) Traffic.
2. The study shall cover a one-month period to be agreed upon by the Parties.
3. The studies shall cover each of the 13 states in the legacy SBC operating territory. The Parties shall compile the data on a state-by-state basis and shall exchange data when study for any given state is complete.
- 4a. CLEC shall use: (i) originating switch recordings for CLEC's originating facilities-based traffic and (ii) EMI Category 10 local originating records for CLEC's traffic originated from CLEC's Local Wholesale Complete end users.
- 4b. ILEC shall use its originating switch records.
5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number).
6. Calls not meeting the criteria set forth in Section 5 shall be presumed to be Section 251(b)(5) Traffic.
7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) Traffic.
8. Intentionally Omitted.
9. In providing the results of its study to other Party, each Party shall provide the following detail:
 - State
 - Traffic Month reported on
 - Total Terminating Minutes for study period
 - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
 - Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic
10. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.

**FURTHER AMENDMENT TO
AMENDMENT SUPERSEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND
TRUNKING TERMS
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE,
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY D/B/A AT&T CONNECTICUT AND SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS
AND
MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

The Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms effective August 1, 2007 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas ("AT&T") and MCImetro Access Transmission Services LLC ("MCIm") (including those Agreements held by MCIm as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) (such Amendment, the "Original Amendment") is hereby amended as follows:

1. Notwithstanding anything to the contrary in Section 1 of the Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms, the term of the Original Amendment will be extended and shall remain in effect through July 31, 2011. Thereafter, the Original Amendment will remain in full force and effect unless terminated in accordance with the terms thereof.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT (INCLUDING ANY AMENDMENTS THERETO) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall be filed with and is subject to approval by the applicable state Commissions.

MCImetro Access Transmission Services LLC

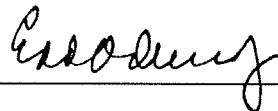
Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone 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, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: 

Name: **Peter H. Reynolds**
(Print or Type)

Title: Director
(Print or Type)

Date: Oct 28, 2009

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-26-10

AT&T Wholesale Amendment

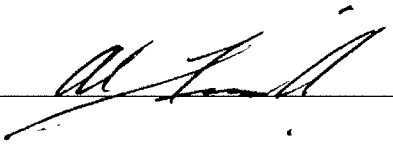
**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
PAETEC COMMUNICATIONS, INC.**

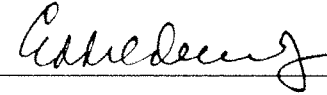
On June 22, 2010, PaeTec Communications, Inc. ("PaeTec") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois") and MCImetro Access Transmission Services LLC. The agreement so requested by PaeTec became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between AT&T Illinois and PaeTec. Pursuant to this Amendment, the Agreement is hereby amended as follows:

- (1) The "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms", currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety and replaced with the "Further Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions", which is attached hereto and incorporated herein by this reference.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the 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, 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 State Commission and shall become effective ten (10) days following approval by such Commission.

PaeTec Communications, Inc.

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

By: 

By: 

Printed: Al Finnell

Printed: Eddie A. Reed, Jr.

Title: Carrier Relations Manager
(Print or Type)

Title: Director-Interconnection Agreements

Date: July 7, 2010

Date: 7-14-10

ULEC OCN # 797B

CLEC OCN # 4717

ACNA: PUA

***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) which may be executed before the Termination Date of this Further Amendment between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T Arkansas, and AT&T Kansas which are the Incumbent Local Exchange Carrier (“ILEC”) in Illinois, Indiana, Michigan, Ohio, Nevada, California, Connecticut, Missouri, Oklahoma, Texas, Arkansas, and Kansas (hereinafter each individually being a “AT&T ILEC,” and collectively being the “AT&T ILECs”) and PaeTec Communications, Inc.; PAETEC Communications, Inc. (hereinafter, “PaeTec”), and all PaeTec 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 (hereinafter “PaeTec CLECs”) from the Effective Date hereof through May 1, 2007. AT&T ILECs and PaeTec may be referred to individually as “Party” or collectively as the “Parties”. This Further Amendment is applicable to all Interconnection Agreements between the Parties, whether such agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) Most Favored Nation (“MFN”) rights.

RECITALS

WHEREAS, AT&T ILECs and PaeTec 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 wish to amend the ICAs to incorporate these Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (“Further Amendment”); and

WHEREAS, the Parties intend that the term of this Further Amendment (“Term”) shall commence on the Effective Date hereof and shall continue until May 1, 2007, and thereafter will remain in full force and effect unless terminated by either Party by providing at least thirty (30) day’s written notice to the other Party specifying the date it wishes to terminate this Further Amendment (the “Termination Date”).

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:

COVENANTS

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment. Defined terms shall have those definitions set forth herein, or to the extent such terms are not defined herein, as set forth in the ICAs.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and PaeTec'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 relating to (but not limited to) the following actions, which the Parties have not yet fully incorporated into this Further Amendment, or the underlying ICAs or any future interconnection agreements executed before the Termination Date of this Further Amendment 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 Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order");
- and the FCC's Biennial Review Proceeding;
- the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98;
- the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002),
- 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).

1.3 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 through the Termination Date of this Further Amendment only, whether such future interconnection agreements are negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, 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 a future MFN interconnection agreement may receive quicker state public utility commission ("PUC") approval than the negotiated Further Amendment, which will be affixed to that future 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 future 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 of this Further Amendment.

1.6 Except as provided in Section 2 below, during the Term of this Further Amendment through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Further Amendment for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment. If, during the term of this Further Amendment, PaeTec adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Further Amendment. Such amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Further Amendment will apply uninterrupted from May 1, 2005 through the Termination Date. If the AT&T ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, PaeTec may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver shall bind any successor in interest to PaeTec (including the purchaser(s) of substantially all of PaeTec's assets), in which case PaeTec shall obtain the successor's/purchaser's consent to be bound by the terms and conditions set forth in this Further Amendment.

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*”), and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”). In addition, the FCC adopted its Triennial Review Order on February 20, 2003, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“*TRO Remand Order*”). 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 Section 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 a AT&T 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 Intercarrier 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 to commence negotiation to incorporate such terms into the underlying ICA once the FCC Order has become effective (the "Written Negotiation Request"). In such event, upon receipt of the Written Negotiation 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 Negotiation 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 ICAs, and may invoke such intervening law/change in law rights as to any provisions in the ICAs 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 PaeTec under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the AT&T ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that AT&T ILECs shall make payments for calls to ISPs to PaeTec pursuant to Sections 4, 5, and 6 herein during the Term through the Termination Date 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 PaeTec may lease facilities from AT&T ILECs 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 PaeTec and AT&T ILECs 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 the Termination Date. 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, state or federal 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 PaeTec will establish POIs in each mandatory local calling areas 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 PaeTec (at its sole option) establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec 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 PaeTec has established a working telephone number local to that rate center; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio and Wisconsin, the Parties agree that this section is satisfied if, PaeTec (at its sole option), establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec 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 PaeTec has established a working telephone number local to a rate center in that calling area; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(c) The Parties agree that the waivers contained in Sections 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 Further Amendment.

(d) PaeTec may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from AT&T ILECs (without the need for PaeTec equipment, facilities, or collocation at the AT&T ILEC's 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 PaeTec leases facilities from AT&T ILECs to establish a POI, PaeTec shall be required to begin paying AT&T ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 PaeTec agrees to abide by AT&T ILEC's trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at AT&T ILEC's 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 Total Compensable 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 Total Compensable/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. AT&T ILECs agree to develop a cutover plan and project manage the cutovers with PaeTec 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 Further Amendment, PaeTec 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. In the event PaeTec's network architecture within a single tandem serving area ("TSA") consists of 96 or fewer trunks, the 70% DEOT trunking requirement shall not apply. Notwithstanding the foregoing, PaeTec shall be required to establish DEOT once the conditions set forth in Section 4.3.2. are satisfied in any end office, regardless of the total number of trunks or DEOT ratio in any TSA.

4.4.1 Subject to Section 4.6, if PaeTec has not established a POI required by Section 4.1, or has not established DEOTs required by 4.3.2, PaeTec shall not be entitled to reciprocal compensation for calls from that local calling area for the time period during which PaeTec is not in compliance with Sections 4.1 and/or 4.3.2.

4.5 For new interconnections, PaeTec 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) (hereinafter the “transition period”) after the Parties first exchange traffic for each new interconnection arrangement .

4.6 Under no circumstances shall PaeTec 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, PaeTec 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 AT&T ILEC’s inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from AT&T ILEC’s failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether AT&T 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, Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec provides service as of the date of execution of this Further Amendment). PaeTec will notify AT&T ILEC of PaeTec’s intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin) no later than 90 days prior to the end of the transition period as defined in section 4.5. above by letter to the AT&T ILEC Account Manager and project manager for PaeTec. PaeTec and AT&T ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This 90 day 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 PaeTec from ordering, or excuse AT&T 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 Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec does not provide service as of the date of execution of this Amendment). PaeTec will notify its AT&T 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 AT&T 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 as defined in 4.1 above (or other applicable serving area in California, Nevada, Connecticut, and Illinois, Indiana, Michigan, Ohio and Wisconsin) 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 AT&T 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 PaeTec's ability to order and receive trunks in any given market.

4.9 In a blocking situation, PaeTec may escalate to its AT&T ILEC Account Manager in order to request a shorter interval. The AT&T ILEC Account Manager will obtain the details of the request and will work directly with the AT&T ILEC LSC and network organizations in order to determine if PaeTec's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic: Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, 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.

5.1 If PaeTec designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by PaeTec 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. The Parties disagree as to the proper jurisdictionalization of Virtual Foreign Exchange Traffic; nevertheless, and without waiving any of their respective rights to advocate their views of the proper treatment of Virtual Foreign Exchange Traffic, the Parties agree to compensate each other for the exchange of Virtual Foreign Exchange Traffic as if it were Compensable Traffic for the Term of this Further Amendment.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation, will be combined with traffic terminated to 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, provided, however, that PaeTec's rates may not exceed the rates set forth in the applicable AT&T ILEC's tariff in whose exchange area the End User is located.

5.2.3 In determining the Total Compensable Local Traffic, transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 Unless already incorporated into an ICA existing at the time of this Further Amendment, or unless otherwise ordered by the relevant state commission or the FCC, the terms, rates and conditions pertaining to transited MOUs in a particular state will be set forth in a commercial agreement to be negotiated by the Parties, separate and apart from any ICA.

5.3 Subject to applicable confidentiality guidelines, AT&T ILECs and PaeTec 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 AT&T ILECs and PaeTec 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 May 1, 2005 through and including the Termination Date in all states, Total Compensable Local Traffic will be exchanged between the AT&T ILECs and PaeTec 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 the Termination Date, 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 AT&T Operations, 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 AT&T ILECs.

7.9 This Further Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific AT&T ILEC, this Further Amendment shall be construed as having been in effect as of May 1, 2005 (the "Effective Date")

8.0 Intentionally Omitted.

IN WITNESS WHEREOF, the Parties have caused this Further Amendment to be executed the date and year written below.

PaeTec Communications, Inc. ;
PAETEC Communications, Inc.

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, d/b/a AT&T Connecticut and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T Arkansas and AT&T Kansas, by AT&T Operations, Inc., its authorized agent

Signature: Daniel J. Venuti

Signature: Rebecca L Sparks

Name: Daniel J. Venuti

Name: Rebecca L. Sparks

Title: Exec. VP, Secretary & General Counsel

Title: Executive Director-Regulatory

Date: 5/30/06

Date: 6/8/06

AECN/OCN:
California - 4733
Illinois - 4717
Texas - 0223
Michigan - 0224
Ohio - 0227
Connecticut - 3083

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
PAETEC COMMUNICATIONS, INC.**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois")¹ and PaeTec Communications, Inc. ("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 Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), dated July 14, 2010 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, 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"). For Ohio: Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

Paetec Communications, Inc.

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

By: [Signature]

By: [Signature]

Printed: Sara [Signature]

Printed: Eddie A. Reed, Jr.

Title: Sr. V.P. - Network Services
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9-23-10

Date: 9-28-10

Resale OCN

ULEC OCN

CLEC OCN

ILLINOIS

--

797B

4717

ACNA - PUA

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
PAETEC COMMUNICATIONS, INC.**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") Paetec Communications, Inc. ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS's service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on July 14, 2010 (the "Agreement"); and

WHEREAS, AT&T ILLINOIS, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.



PaeTec Communications, Inc.

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS by AT&T Services, Inc., its authorized agent

Signature: *John Fletcher*

Signature: *Pat Doherty*

Name: John Fletcher
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: General Counsel
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 11-26-12

Date: 12-5-12

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	2679	797B	4717

Description	ACNA Code(s)
ACNA(s)	PUA

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

PAETEC COMMUNICATIONS INC



Signature: eSigned - S. Lynn Hughes

Signature: eSigned - William A. Bockelman

Name: eSigned - S. Lynn Hughes
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director - Interconnection
(Print or Type)

Title: Director
(Print or Type)

Date: 19 Dec 2014

Date: 22 Dec 2014

PaeTec Communications Inc

**Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	2679	797B	4717

Description	ACNA Code(s)
ACNA(s)	PUA

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
PAETEC COMMUNICATIONS INC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and PaeTec Communications Inc ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS's service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on July 14, 2010 (the "Agreement"); and

WHEREAS, AT&T ILLINOIS, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
3. The Parties agree to replace Section 19 of the General Terms and Agreement with the following information

19.0 Notices

19.1 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 pursuant to at least one of the following methods:

19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

19.1.2 delivered by electronic mail (email) provided CLEC and/or AT&T MIDWEST REGION 5-STATE has provided such information in Section 19.3 below.

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

19.2.1 the date of actual receipt;

19.2.2 the next Business Day when sent via express delivery service;

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

19.2.4 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to the other Party.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Al Finnell Sr. Negotiator & Account Manager – Vendor Relations/Regulatory
STREET ADDRESS	6801 Morrison Blvd.
CITY, STATE, ZIP CODE	Charlotte, NC 28211
PHONE NUMBER*	(704) 319-1946
FACSIMILE NUMBER	(704) 602-1946
EMAIL ADDRESS	Al.Finnell@Windstream.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.4. Either Party may unilaterally change its designated contact name, address, and/or email address for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.5. **AT&T MIDWEST REGION 5-STATE** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure,

changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
5. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA, LLC; US LEC COMMUNICATIONS, LLC; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NTI, LLC; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTREAM NUVOX OHIO, LLC

Signature: eSigned - Al Finnell

Signature: eSigned - William Bockelman

Name: eSigned - Al Finnell
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: Sr. Negotiator & Account Manager
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 23 Dec 2016

Date: 23 Dec 2016

McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services; McLeodUSA Telecommunications Services, LLC; Paetec Communications, LLC; Talk America, LLC; US LEC Communications, LLC; Windstream KDL, LLC; Windstream Norlight, LLC; Windstream NTI, LLC; Windstream Nuvox Illinois, LLC; Windstream Nuvox Indiana, LLC; Windstream Nuvox Ohio, LLC

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	062C,2679,3882,7393,7781,7848,7859,3926	058C,447B,7393,7765,784A,797B,3377	0067,447B,4717,5784,704A,7393,7765,3377
INDIANA	062C,3882,6158,7781,7848	059C,1233,6158,8934	1233,5785,6158,615C,705A,8934
MICHIGAN	062C,3882,7271,7781,7848,8683	0265,0975,1200,409D,639B	0975,1200,125E,410D,639B,7701
OHIO	062C,2679,3882,7271,7781,7848	060C,5423,8283,8934,9495	0223,507B,5423,8283,8934,9495
WISCONSIN	062C,3882,7781,7848,7859,8383	061C,553B,5696,5824,7767	553B,5787,5824,746E,7767

Description	ACNA Code(s)
ACNA(s)	TVN,PUA,OLP,NLG,KDL,IOR,OSC,OCB,MGL,GBU,UHC,PHG,YOH

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN**

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA, LLC; US LEC COMMUNICATIONS, LLC; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NTI, LLC; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTREAM NUVOX OHIO, LLC

This Amendment (the "Amendment") amends the Agreement(s) by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and CARRIER, as shown in the attached Exhibit A.

WITNESSETH:

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.; and

WHEREAS, AT&T ILLINOIS, AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO and AT&T WISCONSIN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes, and

WHEREAS, CARRIER has changed its legal name and wishes to reflect that name change as set forth herein.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A - Listing of Agreements, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
3. The Agreements are hereby amended to reflect the name change from the CARRIER's Previous Legal Name to CARRIER's New Legal Name as shown in Exhibit A.
4. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that its ACNA and OCN for these accounts have not changed from those previously used by CARRIER with AT&T as a result of said name change and that CARRIER is both entitled and authorized by the appropriate issuing authority to use those Company Code(s) (ACNA/CIC/OCN).

5. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Upon mutual agreement, and by way of example only, such operation may include, CARRIER submitting orders under CARRIER's New Legal Name, and labeling (including re-labeling equipment and facilities with CARRIER's New Legal Name. The changes in CARRIER's name(s), as shown in Exhibit A, including a change in the "d/b/a", or due to assignment or transfer of this/these Agreement(s) wherein only CARRIER's name is changing, and no CARRIER Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CARRIER Name Change under this Section. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
6. Conflict between this Amendment and the Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or condition 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.
7. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
8. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Name in Agreement	New CARRIER Legal Name	Agreement Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	McLeodUSA Telecommunications Services, LLC	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	9/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	McLeodUSA Telecommunications Services, LLC	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	5/8/2002
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services and/or Cavalier Telephone	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	5/1/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	McLeodUSA Telecommunications Services, LLC	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	12/18/2003
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	McLeodUSA Telecommunications Services, LLC		Interconnection Agreement	10/24/2002
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	PaeTec Communications Inc.	Paetec Communications, LLC	Interconnection Agreement	9/22/2010
The Ohio Bell Telephone Company d/b/a AT&T OHIO	PaeTec Communications Inc.	Paetec Communications, LLC	Interconnection Agreement	7/14/2009
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	1/31/2001

AT&T ILEC ("AT&T")	CARRIER Name in Agreement	New CARRIER Legal Name	Agreement Type	Approval Date
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Talk America Inc.	Talk America, LLC	Interconnection Agreement	2/19/2010
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Talk America Inc.	Talk America, LLC	Interconnection Agreement	1/31/2001
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Talk America Inc.	Talk America, LLC	Interconnection Agreement	1/22/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Talk America, Inc. and LDMI Telecommunications, LLC d/b/a Cavalier Telephone and/or PaeTec Business Services	Talk America, LLC	Interconnection Agreement	11/12/2009
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US LEC Communications, LLC		Interconnection Agreement	6/18/2009
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	5/7/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	2/21/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	5/22/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	8/4/2010

AT&T ILEC ("AT&T")	CARRIER Name in Agreement	New CARRIER Legal Name	Agreement Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	11/27/2007
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	12/3/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	2/9/2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	7/22/2004
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	5/23/2003
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	5/8/2008
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NTI, Inc.	Windstream NTI, LLC	Interconnection Agreement	3/9/2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NTI, Inc.	Windstream NTI, LLC	Interconnection Agreement	2/18/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream NTI, Inc.	Windstream NTI, LLC	Interconnection Agreement	1/25/2005
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Windstream NTI, Inc.	Windstream NTI, LLC	Interconnection Agreement	4/19/2005

AT&T ILEC ("AT&T")	CARRIER Name in Agreement	New CARRIER Legal Name	Agreement Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream NTI, Inc.	Windstream NTI, LLC	Interconnection Agreement	2/25/2005
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NuVox Illinois, Inc.	Windstream NuVox Illinois, LLC	Interconnection Agreement	9/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NuVox Indiana, Inc.	Windstream NuVox Indiana, LLC	Interconnection Agreement	9/2/2010
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Windstream NuVox Ohio, Inc.	Windstream NuVox Ohio, LLC	Interconnection Agreement	10/26/2010

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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 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 AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

LDMI TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; MCLEODUSA



TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; NETWORK TELEPHONE, LLC; TALK AMERICA, LLC; THE OTHER PHONE COMPANY, LLC; TALK AMERICA, LLC D/B/A WINDSTREAM TALK AMERICA; LLC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA, LLC D/B/A CAVALIER TELEPHONE, D/B/A CAVALIER BUSINESS COMMUNICATIONS, D/B/A PAETEC BUSINESS SERVICES; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC; US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH CAROLINA, LLC; US LEC OF SOUTH CAROLINA LLC; US LEC OF TENNESSEE, LLC; WINDSTREAM COMMUNICATIONS TELECOM, LLC; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NTI, LLC; WINDSTREAM NUVOX ARKANSAS, LLC; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTREAM NUVOX KANSAS, LLC; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM NUVOX, LLC

Signature: eSigned - Tim Loken

Signature: eSigned - William Bockelman

Name: eSigned - Tim Loken
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: Director - Regulatory Reporting
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 08 Feb 2018

Date: 08 Feb 2018

LDMI Telecommunications, LLC; McLeodUSA Telecommunications Services, LLC; McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services; Network Telephone, LLC; Talk America, LLC; The Other Phone Company, LLC; Talk America, LLC d/b/a Windstream Talk America, LLC; PAETEC Communications, LLC; PaeTec Communications, LLC; Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Paetec Business Services; Talk America, LLC and LDMI Telecommunications, LLC; US LEC Communications, LLC; US LEC of Alabama, LLC; US LEC of Florida, LLC; US LEC of Georgia, LLC (Delaware); US LEC of North Carolina, LLC; US LEC of South Carolina LLC; US LEC of Tennessee, LLC; Windstream Communications Telecom, LLC; Windstream Communications, LLC; Windstream KDL, LLC; Windstream Norlight, LLC; Windstream NTI, LLC; Windstream NuVox Arkansas, LLC; Windstream NuVox Illinois, LLC; Windstream NuVox Indiana, LLC; Windstream NuVox Kansas, LLC; Windstream NuVox Missouri, LLC; Windstream NuVox, LLC

BellSouth Telecommunications, LLC 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 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 and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	400B,4907,7452,7598,7848,8659,8672,8772,8863	4892,544C,617E,781B,8660,8773,9431	028C,2505,4085,4839,545C,7598,8660,9236
ARKANSAS	3882,3926,608E,7271,7805,7848	132C,1455,2790,3446,7408,7656	132C,1455,168E,2790,872C
CALIFORNIA	2679,3882	5243,793B	4733
FLORIDA	2679,4907,7062,7452,7598,7789,7848,8659,8672,8772,8863	2004,388A,4892,685A,818A,8773,9432	146F,204B,2505,4085,4151,4227,7452,7598,8660,8692,8773,8863
GEORGIA	2048,2679,3882,400B,4907,7001,7848,8659,8772,8863	105C,3747,399B,417G,7002,8773,9433,9438	0086,1552,205B,2911,3747,4085,4893,725D,8355,856A,8660,8773
ILLINOIS	062C,2679,3882,3926,7393,7781,7848,7859,8683	058C,3377,447B,481B,7393,7765,784A,797B	0067,3377,447B,4717,481B,5784,704A,7393,7765
INDIANA	062C,3882,3926,6158,7781,7848	059C,1233,3292,6158,8934	1233,3292,5785,6158,615C,705A,8934
KANSAS	3882,3926,7271,7805	1042,1196,4780,7411	1042,1196,4780,7411
KENTUCKY	400B,4907,7452,7848,8659,8672,8772,8863	2466,483C,4892,784B,8660,8773,9432,9434	204B,2466,2505,3495,3756,480C,687B,8660,8934

LOUISIANA	400B,4907,7452,7598,8659,8672,8772,8863	0890,3807,4892,687C,8660,9435	0890,0893,201F,204B,2505,4085,686C,7598,8660,3807
MICHIGAN	062C,3882,7271,7781,7848,8683	0265,0975,1200,409D,639B	0975,1200,125E,410D,639B,7701
MISSISSIPPI	7452,8772,8863	4892,622A,8773	3099,5463,8356
MISSOURI	3882,3926,7271,7805	1198,1254,4891,7407	1198,1254,318E,4891,7407
NEVADA	3882	1197	1197
NORTH CAROLINA	2679,4907,608E,7001,7062,7452,7848,8659,8672,8772,8863	3451,416G,484C,4892,8773,9437	184F,2505,3451,3833,4085,415G,481C,7002,751B,7674,7970,8660
OKLAHOMA	3882,7271,7805	1194,3445,7410	1194,211F,7410
SOUTH CAROLINA	400B,4907,7062,7452,8659,8672,8772,8863	4892,789B,8773,9432,9438,954C	186F,2505,4085,5464,8660,8693,953C
TENNESSEE	400B,7452,7848,8772,8863,8659,8672	4892,5514,790B,857C,8773,9439	2466,351C,3633,8356,856C,8934,8660,2505
TEXAS	180G,2679,3882	1600	0223,1600,180F,1997
WISCONSIN	062C,3882,7848,8683,7859,7781,8383	061C,197B,553B,5824,7767,5696	197B,553B,5787,5824,746E,7767

Description	ACNA Code(s)
ACNA(s)	UHC,SAU,DES,FDW,NSC,SDQ,PYP,NKH,OLP,LDM,KDL,WSJ,TVN,IOR,SGY,GBU,PUA,EDT,LWK, EXE,NLG,LMI,OSC,OCB,MGL,PHG,KCL,PSA

**AMENDMENT TO THE AGREEMENT
BETWEEN**

KENTUCKY DATA LINK, INC.; LDMI TELECOMMUNICATIONS, INC; MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC D/B/A PAETEC BUSINESS SERVICES; NETWORK TELEPHONE, LLC; PAETEC COMMUNICATIONS INC; PAETEC COMMUNICATIONS, LLC; TALK AMERICA INC.; TALK AMERICA, LLC; TALK AMERICA, LLC D/B/A WINDSTREAM; TALK AMERICA, LLC AND LDMI TELECOMMUNICATIONS, LLC; THE OTHER PHONE COMPANY, LLC; US LEC COMMUNICATIONS, LLC; US LEC OF ALABAMA, LLC; US LEC OF FLORIDA, LLC; US LEC OF GEORGIA, LLC (DELAWARE); US LEC OF NORTH CAROLINA, LLC; US LEC OF SOUTH CAROLINA, LLC; US LEC OF TENNESSEE, LLC; WINDSTREAM KDL, INC.; WINDSTREAM KDL, LLC; WINDSTREAM NORLIGHT, INC.; WINDSTREAM NORLIGHT, LLC; WINDSTREAM NUVOX, LLC; WINDSTREAM NUVOX ARKANSAS, INC.; WINDSTREAM NUVOX ILLINOIS, LLC; WINDSTREAM NUVOX INDIANA, LLC; WINDSTRAM NUVOX KANSAS, INC.; WINDSTREAM NUVOX MISSOURI, LLC; WINDSTREAM COMMUNICATIONS, INC.; WINDSTREAM COMMUNICATIONS, LLC; WINDSTREAM COMMUNICATIONS TELECOM, L.P.; WINDSTREAM NTI, LLC;

AND

BELLSOUTH TELECOMMUNICATIONS, LLC 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 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 AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CARRIER has changed its legal name and wishes to reflect that name change as set forth herein, and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from the CARRIER's Previous Legal Name to CARRIER's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes

to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s) that its ACNA and OCN for these accounts have not changed from those previously used by CARRIER with AT&T as a result of said name change and that CARRIER is both entitled and authorized by the appropriate issuing authority to use those Company Code(s) (ACNA/CIC/OCN).

4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Upon mutual agreement, and by way of example only, such operation may include, CARRIER submitting orders under CARRIER's New Legal Name, and making reasonable efforts to change labeling (including re-labeling equipment and facilities with CARRIER's New Legal Name. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. **Intercarrier Compensation**
 - 5.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
7. 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.
8. 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days (30) after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	04/06/2010
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	08/05/2008
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Windstream NuVox, LLC		Interconnection Agreement	08/17/2010
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream Communications, Inc.	Windstream Communications, LLC	Interconnection Agreement	05/05/2006
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	04/03/2006
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	08/07/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Windstream NuVox Arkansas, Inc.	Windstream NuVox Arkansas, LLC	Interconnection Agreement	03/05/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	11/20/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream Norlight, LLC		Interconnection Agreement	06/23/2004
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Windstream NuVox, LLC		Interconnection Agreement	06/05/2006
BellSouth Telecommunications, LLC	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection	09/20/2007

AT&T ILEC (“AT&T”)	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
d/b/a AT&T GEORGIA			Agreement	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	03/16/2004
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Windstream NuVox, LLC		Interconnection Agreement	09/07/2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream KDL, LLC		Interconnection Agreement	05/07/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream Norlight, LLC		Interconnection Agreement	12/03/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NTI, LLC		Interconnection Agreement	03/09/2005
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Windstream NuVox Illinois, LLC		Interconnection Agreement	09/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream KDL, LLC		Interconnection Agreement	02/21/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream Norlight, LLC		Interconnection Agreement	02/09/2001
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NTI, LLC		Interconnection Agreement	02/18/2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Windstream NuVox Indiana, LLC		Interconnection Agreement	09/02/2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Windstream NuVox Kansas, Inc.	Windstream NuVox Kansas, LLC	Interconnection Agreement	09/14/2005

AT&T ILEC (“AT&T”)	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	07/03/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream Norlight, LLC		Interconnection Agreement	04/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Windstream NuVox, LLC		Interconnection Agreement	02/18/2010
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	09/25/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Windstream NuVox, LLC		Interconnection Agreement	10/21/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream KDL, LLC		Interconnection Agreement	05/22/2007
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream Norlight, LLC		Interconnection Agreement	07/22/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Windstream NTI, LLC		Interconnection Agreement	01/25/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	03/26/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Windstream NuVox Missouri, Inc.	Windstream NuVox Missouri, LLC	Interconnection Agreement	08/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream Communications, LLC		Interconnection Agreement	07/27/2007

AT&T ILEC (“AT&T”)	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	08/31/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream Norlight, Inc.	Windstream Norlight, LLC	Interconnection Agreement	02/19/2004
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Windstream NuVox, LLC		Interconnection Agreement	08/15/2006
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	07/07/2009
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	11/05/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Windstream NuVox, LLC		Interconnection Agreement	12/17/2009
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Kentucky Data Link, Inc.	Windstream KDL, LLC	Interconnection Agreement	08/24/2009
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Windstream NuVox, LLC		Interconnection Agreement	12/14/2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Windstream Communications Telecom, L.P.	Windstream Communications Telecom, LLC	Interconnection Agreement	09/16/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Windstream KDL, Inc.	Windstream KDL, LLC	Interconnection Agreement	09/19/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream KDL, LLC		Interconnection Agreement	11/27/2007

AT&T ILEC (“AT&T”)	CARRIER	CARRIER New Legal Name	Contract Type	Approval Date
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream Norlight, LLC		Interconnection Agreement	05/08/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Windstream NTI, LLC		Interconnection Agreement	02/04/2010

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	PaeTec Communications Inc	PaeTec Communications LLC	Interconnection Agreement	05/27/2009
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	PAETEC Communications, LLC		Interconnection Agreement	11/30/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	PAETEC Communications, LLC		Interconnection Agreement	11/14/2006
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	PaeTec Communications, LLC		Interconnection Agreement	09/22/2010
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	PAETEC Communications, Inc.	PaeTec Communications LLC	Interconnection Agreement	09/05/2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	PAETEC Communications, LLC		Interconnection Agreement	10/30/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	PaeTec Communications Inc	PaeTec Communications LLC	Interconnection Agreement	05/13/2009

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	04/03/2006
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services		Interconnection Agreement	09/22/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services		Interconnection Agreement	05/08/2002
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	10/26/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	McLeodUSA Telecommunications Services, LLC		Interconnection Agreement	05/01/2002
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC	Interconnection Agreement	08/29/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	McLeodUSA Telecommunications Services, Inc.	McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services	Interconnection Agreement	05/05/2010
Wisconsin Bell, Inc. d/b/a AT&T	McLeodUSA Telecommunications		Interconnection	10/24/2002

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
WISCONSIN	Services, LLC		Agreement	

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	LDMI Telecommunications, Inc	LDMI Telecommunications, LLC	Interconnection Agreement	10/22/2003
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	LDMI Telecommunications, Inc	LDMI Telecommunications, LLC	Interconnection Agreement	06/09/2003

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Talk America, LLC		Interconnection Agreement	06/18/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	04/03/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Talk America Inc.	Talk America, LLC d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a PaeTec Business Services	Interconnection Agreement	03/23/2010
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Talk America, LLC d/b/a Windstream Talk America, LLC		Interconnection Agreement	08/09/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Talk America, LLC		Interconnection Agreement	01/07/2008
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Talk America LLC		Interconnection Agreement	01/31/2001
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Talk America LLC		Interconnection Agreement	02/19/2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	10/24/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Talk America, LLC		Interconnection Agreement	05/23/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Talk America, LLC		Interconnection Agreement	06/29/2007

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Talk America, LLC and LDMI Telecommunications, LLC		Interconnection Agreement	11/12/2009
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Talk America, LLC		Interconnection Agreement	08/01/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Talk America Inc.	Talk America, LLC	Interconnection Agreement	10/24/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Talk America Inc.	Talk America, LLC	Interconnection Agreement	12/28/2000
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Talk America, LLC		Interconnection Agreement	08/31/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Talk America Inc.	Talk America, LLC	Interconnection Agreement	01/24/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Talk America, LLC		Interconnection Agreement	08/28/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Talk America, LLC		Interconnection Agreement	10/08/2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Talk America Inc.	Talk America, LLC	Interconnection Agreement	09/16/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Talk America, LLC		Interconnection Agreement	01/22/2010

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	US LEC of Alabama, LLC		Interconnection Agreement	08/08/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	US LEC of Florida, LLC		Interconnection Agreement	12/28/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	US LEC of Georgia, LLC (Delaware)		Interconnection Agreement	09/12/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US LEC Communications, LLC		Interconnection Agreement	06/18/2009
Southwestern Bell Telephone Company d/b/a AT&T KENTUCKY	US LEC of Tennessee, LLC		Interconnection Agreement	07/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	US LEC Communications, LLC		Interconnection Agreement	10/28/2006
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	US LEC of Tennessee, LLC		Interconnection Agreement	08/29/2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	US LEC of North Carolina, LLC		Interconnection Agreement	09/22/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	US LEC of South Carolina, LLC		Interconnection Agreement	11/09/2006
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	US LEC of Tennessee, LLC		Interconnection Agreement	08/07/2006

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Network Telephone, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Network Telephone, LLC		Interconnection Agreement	04/26/2007

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	The Other Phone Company, LLC		Interconnection Agreement	04/26/2007

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		ZZUR2		\$0.00			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU