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

Dated as of August 4, 2000¹

by and between

AMERITECH WISCONSIN

and

NORTHERN TELEPHONE & DATA CORPORATION

¹See footnotes on signature page

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**“Agreement”**), is dated as of the _____ day of _____, 2000 (the **“Effective Date”**)², by and between Ameritech Wisconsin, a Wisconsin corporation, with offices at 722 N. Broadway, Milwaukee, WI 53202, (**“Ameritech”**) and Northern Telephone & Data Corporation, a Wisconsin corporation, with offices at 2375 State Hwy. 44, P. O. Box 3465, Oshkosh, WI 54903 (**“Requesting Carrier”**).

RECITALS

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Wisconsin.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Wisconsin.

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Wisconsin and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

²See footnotes on signature page

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ARTICLE I DEFINITIONS AND CONSTRUCTION

I.1 Structure. This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

I.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

I.3 Interpretation.

- a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. 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 or right or obligation for either Party.
- b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- c) The recitals and the headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- d) Unless the context shall otherwise require, and subject to Section 28.3, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this

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Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

I.4 Joint Work Product. 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.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

II.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, (i) Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective Customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the respective "**Interconnection Activation Date**" shown for each corresponding LATA and Central Office set forth on Schedule 2.1. The Parties shall identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.3. An Interconnection Activation Date, once established, may not be modified except upon the mutual agreement of the Parties. Schedule 2.1 may be revised and supplemented from time to time, upon the mutual agreement of the Parties to revise an Interconnection Activation Date(s) and to reflect additional Interconnection Activation Dates.

II.2 Bona Fide Request. Any request by Requesting Carrier for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

II.3 Technical References. Technical References that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "**Technical Reference Schedule**").

II.4 Cessation of Obligations. Notwithstanding anything to the contrary contained herein, Ameritech's obligations under this Agreement shall apply only to the (i) specific operating area(s) or portion thereof in which Ameritech is then deemed to be the "ILEC" under the Act (the "**ILEC Territory**") and (ii) assets that Ameritech owns or leases and which are used in connection with Ameritech's provision to Requesting Carrier of any products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**"). If during the Term Ameritech sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or

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subsidiary, Ameritech shall provide Requesting Carrier not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Requesting Carrier acknowledges that Ameritech 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 Requesting Carrier must establish its own Section 251/252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

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

III.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. Except with respect to Transit Service, neither Party shall use its facilities and equipment established pursuant to this Agreement to originate and/or transmit and route CMRS traffic.

III.2 Interconnection Points and Methods, and Interconnection Activation Dates.

III.2.1 In each LATA identified on Schedule 2.1, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Central Office(s) on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Requesting Carrier's point of Interconnection must be in an Ameritech local service area in the LATA in which Requesting Carrier is providing service. An Interconnection Activation Date not established and set forth on Schedule 2.1 as of the Effective Date shall be determined in accordance with the procedures set forth in Section 3.4.3.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3.

III.2.3 If Requesting Carrier elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's

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facilities via Collocation, then Requesting Carrier must not less than one hundred twenty five (125) days prior to its applicable Interconnection Activation Date notify Ameritech whether Requesting Carrier wishes Ameritech to Interconnect pursuant to subsection (a) or (b) below.

- a) Requesting Carrier shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Requesting Carrier does provide Ameritech transport as provided in this subsection (a) but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in subsection (b) below.
- b) If Requesting Carrier does not elect to provide Ameritech transport as provided in subsection (a) above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers.

III.2.4 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the Requesting Carrier Interconnection Central Office ("**RICO**") in that LATA and shall designate the Ameritech Tandem Central Office that is designated as the home Tandem (based on the LERG) for the Ameritech Wire Center in which the Requesting Carrier's Central Office is located, as the Ameritech Interconnection Central Office ("**AICO**") in that LATA.

III.2.5 Requesting Carrier's point of Interconnection must be within an Ameritech Wire Center in the LATA in which Requesting Carrier provides service.

III.2.6 Requesting Carrier shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Access Toll Connecting Trunks), signaling and 9-1-1 Service (as described in Section 3.9) by submitting to Ameritech an electronic Access Service Request and, as soon as available, an electronic service order via the Provisioning EI.

III.3 Fiber-Meet.

III.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“SONET”) transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 18.2). Each Party agrees to disable the Digital Control Channel (“DCC”) in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (“OLTM”) equipment in the AICO identified for each LATA set forth on Schedule 2.1 in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the RICO identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech’s receipt of such request.

III.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the RICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier’s receipt of such request.

III.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

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III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLT equipment Ameritech has installed in the AICO.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own portion of the transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its portion of the facilities to such Fiber-Meet.

III.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of OLT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

III.4 Additional Interconnection(s).

III.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) Requesting Carrier's requested RICO(s) and AICO(s) (including address and CLLI Code); (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

III.4.3 Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in **Section 3.4.1**, Ameritech and Requesting Carrier shall schedule a meeting to mutually agree on the network architecture (including trunking), the AICO(s), the RICO(s) and Interconnection Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the interval to establish Interconnection via Collocation or Fiber-Meet is no less than one-hundred fifty (150) days after the Parties have agreed on the AICO(s), RICO(s) and network architecture and Requesting Carrier has furnished Ameritech a non-binding forecast in accordance with **Section 3.4.2**.

III.5 Additional Switches.

III.5.1 If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of **Sections 3.4.1** and **3.4.2**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in **Section 3.4.3**. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the subtending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

III.5.2 If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the intervals described in **Schedule 3.4.3** shall apply.

III.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

III.7 Network Management.

III.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and Ameritech 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.

III.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

III.8 Standards of Performance.

III.8.1 Each Party shall provide the other Party Interconnection in accordance with **Section 3.6** as determined by this **Section 3.8** (collectively, the "Interconnection Performance Benchmarks").

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an **"Interconnection Performance Activity"**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the **"Providing Party's Interconnection Records"**) and to other LECs (the **"Other LEC Interconnection Records"**) and parallel records of the Interconnection that the Providing Party provides to the other Party (the **"Other Party's Interconnection Records"**) and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

III.8.3 The Providing Party shall provide to the other Party for each calendar month (a **"Reporting Period"**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an **"Interconnection Specified Performance Breach"**. Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

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III.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

III.9 9-1-1 Service.

III.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this **Section 3.9** in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

III.9.2 Service and Facilities Provided.

- a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a **“PSAP”**). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier’s point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as “Direct” in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as “Back to Back” in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as “Collocation” in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this **subsection (a)** also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier’s originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier’s point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if

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Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

- b) If Requesting Carrier forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Requesting Carrier has followed the appropriate procedures in **subsection (e)** to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- c) If Requesting Carrier requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Requesting Carrier's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech at intervals to be agreed upon by the Parties. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Requesting Carrier shall be solely responsible to provide test records and conduct call-through testing on all new 9-1-1 trunk groups and NPA/NXXs. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.
- d) Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.

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- e) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification (“**ALI**”) database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:
- (1) Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;
 - (2) Notification of error(s) involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer’s access line; and
 - (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier’s Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Requesting Carrier is unable to initially provide Ameritech electronic updates to the Ameritech 9-1-1 ALI database as provided in **subsection (e)(1)** above, the Parties shall negotiate the date by which Requesting Carrier shall establish such electronic functionality and the rates, terms and conditions under which Ameritech would update such database from paper records prior to the date Requesting Carrier is able to furnish such updates electronically to Ameritech; and

- f) Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the

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Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

- g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **“9-1-1 Selective Router Software Enhancement Connection Charge”**).
- h) In the event an Ameritech or Requesting Carrier 9-1-1 trunk group fails, the Party that originates the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- i) Ameritech will provide Requesting Carrier all order number(s) and circuit identification code(s) in advance of the service due date.
- j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- k) Requesting Carrier shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **“busy day/busy hour”** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.
- l) Requesting Carrier shall timely provide to Ameritech all information required to complete an “Ameritech Planning Questionnaire and Network Definition” in order to appropriately plan, design and implement ordered 9-1-1 Service. Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.
- m) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services,

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Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

- n) Consistent with **Section 19.2**, each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

III.9.3 Compensation.

- a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.
- b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

III.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

- a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- b) Ameritech shall not be responsible for errors that appear in Ameritech's 9-1-1 databases and with respect to such errors, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

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

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IV.1 Scope of Traffic. Article IV prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the "**Local/IntraLATA Trunks**").

IV.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800 traffic over the Local/IntraLATA Trunks.

IV.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

IV.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes originated by a Party between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, that Party shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s). As traffic volumes increase, the Parties shall add additional direct trunk groups (24 DS0s) between any two (2) Central Offices for every increment of traffic that equals or exceeds the CCS busy hour equivalent of one (1) DS1. At no time shall the traffic between two (2) Central Offices, routed via Ameritech's Tandem Switch, exceed 500 busy hour CCS.

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem as identified in the Local Exchange Routing Guide ("**LERG**"). To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Switched Access set forth in Ameritech's access tariffs. If a Central Office Switch provides both Tandem and End Office functionality, Interconnection by a Party at such Central Office Switch shall provide access to Tandem and End Office functionality. A Party's NXX must home on the Tandem Switch that is in the same state as the specified NXX Rate Center.

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IV.3.5 Ameritech will provide unassigned NXX codes to the Requesting Carrier, under the Inter-Carrier Compatibility Forum (“**ICCF**”) developed by CO-Code Assignment Guidelines, until this function is performed by a third party agency.

IV.3.6 Ameritech will assign a Common Language Location Identifier (“**CLLI**”) code to the Requesting Carrier’s End Office Switch if so requested, to be integrated into the public network consistent with procedures used for CLLI code assignment to Ameritech’s own switches until this function is performed by a third party agency. The code must be listed in the LERG.

IV.3.7 Each Party is responsible for administering its assigned NXX numbers.

IV.3.8 Each Party is responsible for obtaining a LERG listing of CLLI codes assigned to its switches.

IV.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to **Section 19.12** and the availability of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

IV.3.10 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, “**Busy Season**” means any three (3) consecutive month period.

IV.3.11 If a Party determines that a trunk group is no longer necessary given actual and forecasted traffic, that Party shall disconnect that trunk group within thirty (30) days after such determination.

IV.3.12 For each Central Office (“CO”) code used by Requesting Carrier, Requesting Carrier must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such CO Code. If Requesting Carrier uses a CO Code to provide foreign exchange service to its Customers outside of the geographic area assigned to such code, Requesting Carrier shall be solely responsible to transport traffic between its foreign exchange service Customer and such code’s geographic area.

IV.4 Signaling.

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IV.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties.

IV.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through the designated Ameritech state gateway STP or through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP. The rate for signaling links to establish such Interconnection is as provided in Ameritech's access tariff(s). If the Requesting Carrier does not possess STPs, Requesting Carrier may purchase access to Ameritech's SS7 Network as provided in Ameritech's access tariff(s).

IV.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access and Transit Service traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

IV.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

IV.6 Measurement and Billing.

IV.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in **Section 7.3** will be routed over the IntraLATA Toll trunk group.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. The Reciprocal Compensation arrangements set forth in this **Section 4.7** are not applicable to (i) Exchange Access traffic, (ii) a Requesting Carrier network created by combining Ameritech's unbundled Network Elements, (iii) Information Service traffic, (iv) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (v) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Compensation for traffic that is delivered through Transit Service shall be pursuant to **Section 7.2**.

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's physical switch for termination on the other Party's physical switch. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Termination. The Parties' obligation to pay Reciprocal Compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and capable of fully supporting originating and terminating Customer (and not a Party's test) traffic.

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IV.7.2 (a) The Parties agree not to pay Reciprocal Compensation on traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that is exchanged between the Parties. Each Party agrees to implement methods and procedures that facilitate the identification of all ISP traffic that the other Party originated on its network and routed to the first Party. If either Party believes that the data and records it or the other Party are maintaining do not adequately identify the ISP traffic exchanged between the Parties, either Party may request in writing that both Parties commence tracking ISP traffic by exchanging the NPA-NXX-XXXXs of each ISP to which such Parties route traffic. If so requested, by the twenty-second day of the first calendar month after receipt of such notice and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA-NXX-XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding Section 20.1.1, any information disclosed by one Party to the other Party pursuant to this Section 4.7.2(b) shall be deemed "Proprietary Information" under Article XX.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

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

V.1 Scope of Traffic. Article V prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange Service Customers and Interexchange Carriers (the "**Access Toll Connecting Trunks**"). Compensation for the transmission and routing of Exchange Access traffic is provided for in Article VI.

V.2 Trunk Group Architecture and Traffic Routing.

V.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier's Customers.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Requesting Carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

V.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

V.2.4 IntraLATA toll free traffic (e.g., 800) shall be routed over Ameritech's Access Toll Connecting Trunks. Ameritech will send Requesting Carrier a Carrier Identification Code of 110 to identify the IntraLATA call as toll free call. Requesting Carrier shall generate and send Ameritech on a daily basis an 010125 access record. In return, Ameritech will send Requesting Carrier on a daily basis an 110125 access record for billing the query function according to Requesting Carrier's tariff. This information should be included on the summary record (010125) sent to Ameritech by Requesting Carrier. If utilizing Ameritech's database to perform the query function, Ameritech will bill the Requesting Carrier (or the Initial Billing Company (as defined in the MECAB)) for the query charges at Ameritech's tariffed rate.

**ARTICLE VI
MEET-POINT BILLING ARRANGEMENTS**

VI.1 Meet-Point Billing Services.

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("**MECAB**") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Group D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For

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each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with **Schedule 6.0** to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association (“NECA”) FCC Tariff No. 4.

VI.1.4 Each Party shall implement the “**Multiple Bill/Single Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

VI.2 Data Format and Data Transfer.

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record (“**EMR**”) format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

VI.2.4 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 Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

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VI.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

VI.3 Errors or Loss of Access Usage Data.

VI.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

VI.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this **Article VI**.

VI.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. 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 or developing a substitute based on past usage in accordance with **Section 6.3.2**. This **Section 6.5** shall apply to Meet Point Billing arrangements in lieu of the provisions of **Articles XXIV** and **XXV**.

**ARTICLE VII
TELECOMMUNICATIONS CARRIER (TC) SERVICES**

VII.1 Ancillary Services Traffic.

VII.1.1 This **Section 7.1** applies to Ancillary Services Traffic which originates from (i) Requesting Carrier's Resale Services Customers via Resale Services, (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching or (iii) Requesting Carrier's physical switch which terminates in each case to the applicable information services platform connected to Ameritech's network.

VII.1.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

VII.1.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. Upon receipt of a request by Requesting Carrier when it submits an order for Unbundled Local Switching (per line class codes), Ameritech shall block such Ancillary Services Traffic at Ameritech's Unbundled Local Switching, to the extent permitted under Applicable Law. If Requesting Carrier utilizes its own or a third party switch, Requesting Carrier must establish blocking for Ancillary Services Traffic.

VII.1.4 Requesting Carrier may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in **Schedule 7.1**. If Requesting Carrier has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in **Schedule 7.1**, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic, to the extent permitted under Applicable Law.

VII.2 BLV/BLVI Traffic.

VII.2.1 Busy Line Verification ("**BLV**") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use.

VII.2.2 Busy Line Verification Interrupt ("**BLVI**") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting.

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VII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Requesting Carrier does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

VII.3 Transit Service.

VII.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this **Section 7.2**.

VII.3.2 **"Transit Service"** means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a **"Transit Counter-Party"**) and (y) originates on the Transit Counter-Party's network and terminates to Requesting Carrier and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, **"IntraLATA 800 Traffic"**), as more fully described in **Section 7.3.9**.

VII.3.3 Requesting Carrier shall route Transit Traffic via Ameritech's Tandem Switches, and not at or through any Ameritech End Office.

VII.3.4 While the Parties agree that it is the responsibility of the Requesting Carrier to enter into arrangements with each Transit Counter-Party to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the date Transit Traffic volumes originated by the Requesting Carrier exceed the volumes specified in **Section 7.3.5**, Ameritech will provide Requesting Carrier with Transit Service. Requesting Carrier agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

VII.3.5 If the traffic volumes between Requesting Carrier's Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the CCS busy hour equivalent of one (1) DS1 (500 CCS), Requesting Carrier shall within thirty (30) days request to Interconnect directly with such Transit Counter-Party.

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VII.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part ("**TCAP**") message, Ameritech will deliver such information to the terminating party.

VII.3.7 Requesting Carrier shall not bill Ameritech for any Transit Service traffic or unidentified traffic (i.e., no CPN) unless otherwise agreed in writing by Ameritech.

VII.3.8 The Parties shall compensate each other for Transit Service as follows:

- a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service ("**Originating Transit Traffic**"), Requesting Carrier shall:
 - (1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
 - (2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.
- b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party ("**Terminating Transit Traffic**") (i) that is not subject to Primary Toll Carrier ("**PTC**") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier ("**Other Party Transit Agreement**"), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.
- c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth on the Pricing Schedule.

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VII.3.9 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- a) Queried IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. 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, Ameritech will not record the IntraLATA 800 Traffic.
- b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). 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.
- c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Since IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

VII.3.10 If a Transit Counter Party requests Ameritech to clock either Originating Transit Traffic or Terminating Transit Traffic, Ameritech shall provide Requesting Carrier written notice of such request. Requesting Carrier shall then have twenty (20) Business Days after receipt of notice from Ameritech to resolve such blocking request with the Transit Counter Party. If Requesting Carrier is unable to resolve any outstanding issues with the Transit Counter Party within such twenty (20) Business Day period, Ameritech may block such Originating Transit Traffic or Terminating Transit Traffic. Requesting Carrier agrees to either (i) block delivery of Transit Service traffic that it originates to the Ameritech network (including Originating Transit Traffic) or (ii) pay Ameritech's nonrecurring and recurring costs to implement and administer blocking for such traffic. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses Ameritech may incur from not blocking requested traffic during the twenty (20) Business Day period.

VII.4 Toll Free Database Services.

VII.4.1 Call Routing Service, The Call Routing Service provides for the identification of the carrier to whom a call is to be routed with a toll-free identification of the carrier to whom a call is to be routed with a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA and IntraLATA Switched Exchange Access Service.

When 800 Call-Routing services is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed. Requesting Carrier may obtain Call Routing Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.4.2 Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific date or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS). Requesting Carrier may obtain Routing Options pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.4.3 Carrier Identification Service. Requesting Carrier may choose the 800 Carrier Identification Service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 7.4.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use. Requesting Carrier may obtain 800 Carrier Identification Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

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VII.4.4 Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization service include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization Service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.5 LIDB Database Service.

VII.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

VII.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.6 LNP Query Service.

VII.6.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 FCC 96-286 and the First Memorandum Opinion Order on Reconsideration, CC Docket 95-116, FCC 97-74 (collectively, the "Number Portability Order").

VII.6.2 With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls, terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

ARTICLE VIII

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INSTALLATION, MAINTENANCE, TESTING AND REPAIR

VIII.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

VIII.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

VIII.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

ARTICLE IX UNBUNDLED ACCESS -- SECTION 251(c)(3)

IX.1 Access to Network Elements.

IX.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in Section 9.2, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are not required to provide access to one or more of the Network Elements (individually or in combination with another Network Element) described in this Agreement, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated in good faith and this Agreement be amended accordingly. In addition, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are required to provide access to one or more Network Elements (individually or in combination with another Network Elements) not contained in this Agreement,

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Requesting Carrier may, by providing written notice to Ameritech, require that any effected provision of this Agreement be renegotiated in good faith and this Agreement be amended accordingly. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may (i) consider such failure to renegotiate a “Dispute” under **Section 27.3** of this Agreement or (ii) forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

IX.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, exist and are available, in each case as such Network Element is defined herein. If Ameritech makes available access to a Network Element that requires special construction or conditioning, Requesting Carrier shall pay to Ameritech any applicable special construction or conditioning charges. The Parties shall mutually agree on the nature and manner of any required special construction or conditioning, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**.

IX.2 Network Elements.³ At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

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The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999).). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent jurisdiction, Ameritech may, by providing written notice to Requesting Carrier, require that any affected

IX.2.1 Unbundled Local Loops, as more fully described on Schedule 9.2.1;

IX.2.2 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.2.

IX.3 Requesting Carrier's Combination of Network Elements.

IX.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

IX.4 Nondiscriminatory Access to and Provision of Network Elements.

IX.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person,

provision of this Agreement be deleted or renegotiated as applicable, in good faith and Agreement be amended accordingly.

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unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

IX.5 Provisioning of Network Elements.

IX.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, unbundled Network Elements as set forth on **Schedule 9.5**.

IX.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder.

IX.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier ("**PLEC**"), Requesting Carrier shall comply with the requirements of **Section 10.11.1**.

IX.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described on **Schedule 10.11.2**.

IX.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.5**.

IX.6 Availability of Additional Network Elements. Except as provided in **Section 9.1.2**, any request by Requesting Carrier for access to a Network Element that is not otherwise provided by

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the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

IX.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

IX.8 Billing. Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVI** to this Agreement.

IX.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall perform maintenance of Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

9.9.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

IX.10 Standards of Performance.

IX.10.1 Ameritech shall provide to Requesting Carrier access to unbundled Network Elements in accordance with **Section 9.4** as determined by this **Section 9.10** (collectively, the "**Ameritech Network Element Performance Benchmarks**").

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in **Schedule 9.10** which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a "**Network Element Performance Activity**"). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "**Ameritech NE Records**") and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the

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“Requesting Carrier NE Records”) and (y) other LECs in the aggregate (the **“Other LEC NE Records”**). The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Subject to the last sentence of this **Section 9.10.3**, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech’s compliance with the Ameritech Network Element Performance Benchmarks. If (i) Requesting Carrier has used all available Operations Support Systems functions with respect to the unbundled Network Elements purchased during the Reporting Period, (ii) the unbundled Network Elements purchased were the subject of a forecast submitted in accordance with **Sections 19.3** and/or **19.4**, (iii) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (iv) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (v) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an **“NE Specified Performance Breach”**. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC’s proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 9.10**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 9.10.3** if Requesting Carrier is leasing less than two hundred (200) of any type of unbundled Network Elements from Ameritech for a given Reporting Period.

IX.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech’s failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech’s compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech’s ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech’s compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

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IX.10.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers.

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

X.1 Telecommunications Services Available for Resale at Wholesale Rates.

10.1.1 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “**Resale Services**”). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on **Schedule 10.1**. The wholesale discount set forth on **Schedule 10.1** shall not apply to taxes or other pass-through charges (e.g., end-user common line charge, 9-1-1 surcharge and special construction charges). If during the Term the Commission changes the discount rate, or any other charge applicable to Resale Services in an order or docket that applies generally to the Resale Services that Ameritech provides in the Territory, the Parties agree to amend this Agreement to incorporate such discount rate and/or charges with such discount and/or charges to be effective as of the date specified in such order or docket.

10.1.2 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Requesting Carrier for resale if (i) the retail Customer contract permits such assignment and (ii) Requesting Carrier has previously provided Ameritech with an executed “Agreement to Assume Ameritech Contracts” in the form set forth on **Schedule 10.1.2**. Upon submission of an order for Contract Services, Requesting Carrier agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Requesting Carrier at a discount off the retail rates for such Contract Services as prescribed by the Commission or, if the Commission has not prescribed such discount, at Ameritech's actual avoided costs associated with Ameritech's provision of those Contract Services, net any increased costs Ameritech incurs to provide Requesting Carrier with wholesale functionality relating to such Contract Services (e.g., DUF). For purposes of this Agreement, “**Contract Services**” shall mean those existing contracts under which Ameritech provides Telecommunications Services at retail to subscribers who are not Telecommunications Carriers and which provide (A) volume or term discounts which are available under Ameritech's Retail Tariff(s) and catalogs (e.g., optional calling plans for usage) or (B) a unique, off-tariff rate for a Telecommunications Service with the same service description, cost structure and general terms and conditions as Ameritech's Retail Tariff(s) and catalogs (e.g., local and toll usage). Contracts that include (x) special assemblies or other custom-designed arrangements designed to meet the specific needs and cost structure of

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serving a particular Customer or (y) services that are not made generally available to the public are not Contract Services.

X.2 Other Services. Ameritech may, at its sole discretion, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

X.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

X.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Requesting Carrier for resale, subject to the terms of **Section 10.3.2**, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Requesting Carrier as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer’s selection of Requesting Carrier as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Requesting Carrier at a discount off the retail rates for such Grandfathered Services based on Ameritech’s avoided costs associated with such Grandfathered Services.

X.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber (“**Withdrawn Services**”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Withdrawn Services. Ameritech agrees to make Withdrawn Services available to Requesting Carrier for resale to Requesting Carrier’s Customers who are subscribers to the Withdrawn Service either from Ameritech or Requesting Carrier at the time so classified (subject to the provisions of **Section 10.3.1** if such Withdrawn Service was classified as a Grandfathered Service prior to its classification as a Withdrawn Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech’s retail Customers and other resellers of Ameritech’s Telecommunications Services.

X.4 Additional Charges for Resale Services.

X.4.1 In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

X.4.2 If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the intervals set forth on **Schedule 10.9.2.**

X.5 Restrictions on Resale Services.

X.5.1 Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to Requesting Carrier a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a promotional rate if:

- a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

X.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

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X.5.6 Requesting Carrier's sale and its Customer's use of the Resale Services are subject to the same restrictions as Ameritech's provision to its retail Customers of such services, including, as applicable, those restrictions described in Ameritech's retail tariffs, the Ameritech catalog(s) and TCNet.

X.5.7 Ameritech may impose additional restrictions on Requesting Carrier's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

X.6 New Resale Services; Changes in Provision of Resale Services. Ameritech shall, via tariff filings, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this Section 10.6 (other than in a publicly filed tariff) shall be deemed "**Proprietary Information**" and subject to the terms and conditions of Article XX.

X.7 Operations Support Systems Functions. Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

X.8 Nondiscriminatory Provision of Resale Services.

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.9 Standards of Performance.

X.9.1 Ameritech shall provide Resale Services to Requesting Carrier in accordance with Section 10.8 as determined by this Section 10.9, but subject to Section 10.4 (collectively, the "**Resale Performance Benchmarks**").

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on Schedule 10.9.2 (each, a "**Resale Performance Activity**") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "**Ameritech Resale Records**") and

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parallel records of the Resale Services provided to (i) Requesting Carrier (the “**Requesting Carrier Records**”) and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the “**Other Reseller Records**”). The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech’s retail Customers or (y) begins measuring additional criteria to assess such performance.

X.9.3 Subject to **Section 10.9.2** and the last sentence of this **Section 10.9.3**, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech’s compliance with the Resale Performance Benchmarks. If (i) Requesting Carrier has used all available Operations Support Systems functions functionality with respect to the Resale Services purchased during the Reporting Period, (ii) the Resale Services purchased were the subject of a forecast submitted in accordance with **Sections 19.3** and/or **19.4**, (iii) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (iv) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (v) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a “**Resale Specified Performance Breach**.” Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller’s proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 10.9**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 10.9.3** if Requesting Carrier is reselling less than one thousand (1000) resold lines in a given Reporting Period.

X.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech’s failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech’s compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech’s ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech’s compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Requesting Carrier may elect one of the following two remedies:

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- (a) Forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law; or
- (b) Ameritech shall pay to Requesting Carrier as liquidated damages any amounts that Requesting Carrier is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers.

X.10 Branding.

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

X.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

- (i) Local Directory Assistance calls dialed by Requesting Carrier's Customers directly to Requesting Carrier Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by Requesting Carrier Customers directly to the Requesting Carrier Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the Requesting Carrier Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit Requesting Carrier Customers to dial the same telephone numbers for Requesting Carrier Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any Customer premises equipment, any other Customer-owned facilities or its outside plant.

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X.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

X.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

X.10.6 Any **"no access"** cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

X.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this **Section 10.10**.

X.11 Primary Local Exchange and Interexchange Carrier Selections.

X.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization

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(each as defined in **Schedule 10.11.1**) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

X.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC ("**Unauthorized Switching**"), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of **Schedule 10.11.2**. However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties enumerated on **Schedule 10.11.2** and will pay to Requesting Carrier the Unauthorized Switching charge described on **Schedule 10.11.2**.
- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier ("**PIC**") changes.

X.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier ("**Carrier of Record**") for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3**.

X.11.4 When Ameritech is notified by Requesting Carrier that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

10.11.5 a) From the Effective Date until thirty (30) Business Days after Requesting Carrier makes the election described in **subsection (b)**, when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

b) Requesting Carrier may also elect to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of Requesting Carrier's Customer. Within thirty (30) Business Days after the Effective Date (the "**Election Period**"),

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Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier's written notice of election. If Requesting Carrier fails to make the election described in this **subsection (b)** within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under **subsection (a)**, and not under this **subsection (b)**.

X.12 Functionality Required To Support Resale Service.

X.12.1 **Directory Listing Requirements.** Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with the provisions of **Article XV**.

X.12.2 **LEC - Assigned Telephone Calling Card Numbers.** Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("**TLN**") from the Line Information Database ("**LIDB**").

X.12.3 **9-1-1 Services.** Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

X.12.4 **Special Services.** If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by a Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.5 **Law Enforcement Interfaces.** Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5**.

X.13 Service Functions.

X.13.1 Point of Contact for Requesting Carrier Customer.

- a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.
- c) Requests for Service Changes. When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.

X.13.2 Operations Support Systems Functions — Provisioning.

- a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in **Schedule 10.13.2.**
- b) Non-Electronic Orders. On or before the Service Start Date, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI (a "**Non-Electronic Order**") except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) solely by Ameritech's equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of

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Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of twenty (20) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in clause (ii) above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period.

Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after receipt by Ameritech of Requesting Carrier's written notice as described above. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

- c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 10.13.2 and/or made available to Requesting Carrier after the Effective Date.
- d) Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in Section 10.7. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.11.1.

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- e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

X.13.3 Operations Support Systems Functions — Maintenance.

- a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the "**Maintenance EI**") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.
- b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.
- c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

X.14 Responsibilities of Requesting Carrier.

X.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

X.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

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X.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.

X.14.4 Notwithstanding anything to the contrary in this Agreement, Requesting Carrier is solely responsible for the payment of charges for all Resale Services furnished under this Agreement, including calls originated or accepted by Requesting Carrier and its Customers.

X.14.5 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

X.15 Responsibilities of Ameritech. Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 ("**E9-1-1**") service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both Requesting Carrier and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

X.16 Exchange of Billing Information.

X.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ("**DUF**") for Resale Services provided hereunder ("**Customer Usage Data**"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale

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Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

X.16.2 Interexchange call detail on resold lines that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Requesting Carrier. 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 resold lines will be passed through when Ameritech records the message.

X.16.3 Ancillary Services Traffic originated on or billed to a resold line shall be subject to the rates, terms and conditions of **Section 7.1**.

X.16.4 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

X.16.5 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of **Article XXVI**. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

X.17 Use of Service.

X.17.1 Requesting Carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Requesting Carrier or, as appropriate, to Requesting Carrier's Customer, when:

- a) An order is issued by a court of competent jurisdiction, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a resale local exchange Telecommunications Service is prohibited by Applicable Law, or

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- b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Requesting Carrier or Requesting Carrier's Customers shall not utilize Resale Services for the purpose of soliciting by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

X.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damages either Party's equipment or causes a malfunction of either Party's billing equipment.

X.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

X.17.6 The determination as to whether any local exchange Telecommunications Service provided by Requesting Carrier to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Requesting Carrier's Customer.

ARTICLE XI

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

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written

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notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII COLLOCATION -- SECTION 251(c)(6)

XII.1 Access to Collocation.

XII.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment used or useful for Interconnection (pursuant to **Article III**) or access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

XII.1.2 Non Discriminatory Basis. Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

XII.2 Standard Collocation Offerings. Subject to **Section 12.1** and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this **Section 12.2**. Any request by Requesting Carrier for Ameritech to provide a Collocation method (or increment of space) not described in this **Section 12.2** shall be made pursuant to **Section 12.3**.

XII.2.1 Ameritech Physical Collocation Service. Upon request, Ameritech shall provide Requesting Carrier Ameritech Physical Collocation Service ("APCS") in any Unused Space. APCS is available in increments of one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. If Requesting Carrier wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of **Section 12.2.3** and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change Ameritech's records and databases to reflect such conversion to Shared Cage Collocation.

XII.2.2 Cageless Physical Collocation. Upon request, Ameritech shall provide Requesting Carrier Cageless Physical Collocation in any Unused Space. Ameritech's standard offering of Cageless Physical Collocation is available in increments of one (1) bay, or single rack, of

equipment. The rates set forth in this Agreement correspond to the Collocation of a bay with (i) dimensions seven (7) feet high, twenty-three (23) inches wide and one (1) foot deep (a “**Standard Bay**”) and (ii) surrounding standard access space requirements for minimum three (3) inch spacers between bays, aisles and common area for facility placement (with the Standard Bay, a “**Standard Bay Footprint**”). If Requesting Carrier wishes to collocate a rack or bay with dimensions different than a Standard Bay or requests floor space greater than the Standard Bay Footprint, Requesting Carrier shall request same via an NSCR (as defined in Section 12.3). Requesting Carrier may, at its option and expense, provide a lockable enclosure for its bay(s) so long as such enclosure does not exceed the Standard Bay dimensions. For safety purposes, in no event shall any of Requesting Carrier’s equipment protrude outside of its bay. Requesting Carrier shall have direct access to its Cageless Physical Collocation and Ameritech shall not require construction of a new and separate entrance to Requesting Carrier’s Cageless Physical Collocation; provided, that the foregoing limitation shall not preclude Ameritech from assigning Requesting Carrier Cageless Physical Collocation accessed by a separate entrance or door or constructing same so long as Requesting Carrier has access to such space, subject to Section 12.10.2, twenty-four (24) hours a day, seven days a week (“**24 x 7**”) and such separate entrance does not delay Requesting Carrier’s Collocation or increase the cost for Requesting Carrier to Collocate (excluding any permitted recovery of costs attributable to reasonable security measures). Ameritech may, at its option, take reasonable security measures to protect its own equipment and network, such as enclosing same with a partition or cage separating it from Cageless Physical Collocation. If there is not sufficient space for Ameritech to protect its equipment from Requesting Carrier with a partition or cage, Ameritech may separate its equipment from Requesting Carrier’s equipment by tape/paint on the floor or other markings that are not physical separations. In no event may Requesting Carrier traverse such separation nor may Requesting Carrier access Ameritech’s Main Distribution Frame, cross-connect frames or other equipment.

XII.2.3 Shared Caged Collocation.

- (a) Upon request, Ameritech shall provide Requesting Carrier Shared Caged Collocation in any Unused Space. “**Shared Caged Collocation**” is caged Physical Collocation space shared by Requesting Carrier and one or more competitive Local Exchange Carriers (“**CLEC**”) pursuant to terms and conditions agreed upon by such carriers. Requesting Carrier may request that Ameritech provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space (“**New Shared Collocation**”) or (ii) a request by Requesting Carrier to enter into a sublease arrangement with another CLEC in Requesting Carrier’s existing Physical Collocation (“**Subleased Shared Collocation**”). In each Shared Caged Collocation arrangement, Ameritech’s single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in subsection (b) below) shall be referred to as the “**Primary Collocator**”. For New Shared Collocation, the Primary Collocator shall be the single carrier that submits

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the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this **Article XII**, each carrier (including Requesting Carrier and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **“Resident Collocator”**. An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and (B) signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- (b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from Ameritech in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. Each request for New Shared Collocation shall identify each Resident Collocator and the number of bays attributable to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, Ameritech shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier’s specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by Ameritech to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; provided, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and Ameritech shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, Ameritech shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator’s responsibility to recover from each other Resident Collocator such carrier’s proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. Any additional or extraordinary charges incurred to accommodate a Resident Collocator’s specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. If Requesting

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Carrier is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Requesting Carrier is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Requesting Carrier shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- (c) For Subleased Shared Collocation, if the Requesting Carrier is the Primary Collocator, then Requesting Carrier shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another carrier to sublease space from Requesting Carrier, Requesting Carrier shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Requesting Carrier is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- (d) Requesting Carrier represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **Section 12.4** and which is necessary to Interconnect with Ameritech or for access to Ameritech's unbundled Network Elements. Ameritech shall provide Requesting Carrier access to Ameritech's unbundled Network Elements and permit Requesting Carrier to Interconnect its network with Ameritech from Shared Caged Collocation, regardless if Requesting Carrier was the original Collocator. Requesting Carrier, however, shall have no right to request and Ameritech shall have no obligation to provide Requesting Carrier's Resident Collocators access to Ameritech's unbundled Network Elements or Ameritech's

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network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with Ameritech.

- (e) As a condition of entering into Shared Caged Collocation, Requesting Carrier agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees Ameritech the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one carrier remains in the Shared Cage Collocation, that carrier shall become the Primary Collocator. Ameritech shall bill the new Primary Collocator any applicable charges to change Ameritech's records and databases to reflect such new Primary Collocator.
- (f) Any obligation of Ameritech under this **Article XII** (and any schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

XII.2.4 Virtual Collocation. Upon request, Ameritech shall provide Requesting Carrier Virtual Collocation in any Unused Space. If Requesting Carrier wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an NSCR. Requesting Carrier shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Requesting Carrier's equipment. Requesting Carrier cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Requesting Carrier's Virtual Collocation bays in its switch line-up, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

XII.3 Non-Standard Collocation Requests.

XII.3.1 Non-Standard Collocation Request. Subject to Sections 12.3.1 and 12.3.2 Requesting Carrier may request Ameritech to provide a Collocation method (or an increment of space) not described in Section 12.2 by submitting to Ameritech a Non-Standard Collocation Request in the form set forth on Schedule 12.3 (an “NSCR”). Collocation requested via an NSCR shall (i) be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, provision and bill such Collocation method, (ii) be excluded from any standard provisioning intervals or performance credits contained in this Agreement and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Requesting Carrier confirms its order pursuant to the NSCR.

XII.3.2 Adjacent Collocation. If and only if there is no Unused Space for Physical Collocation, Requesting Carrier may submit to Ameritech an NSCR that requests Ameritech to provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Agreement, “**Adjacent Collocation**” shall mean Collocation on Ameritech’s property in adjacent controlled environmental vaults or similar structures (collectively, an “**Adjacent Structure**”). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Requesting Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall have no obligation to consider or process an NSCR for Adjacent Collocation until Requesting Carrier has secured and provided Ameritech evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Requesting Carrier seeks to locate such Adjacent Structure is not owned by Ameritech, such owner or landlord. Requesting Carrier shall not place any signage or marking of any kind on a Adjacent Structure or on the Ameritech grounds surrounding the Adjacent Structure. If space becomes available in Ameritech’s Premises, and Requesting Carrier elects to order Collocation in such Premises in lieu of its Adjacent Collocation, then Requesting Carrier shall remove its Adjacent Structure at its expense no later than sixty (60) days after Requesting Carrier’s “replacement” Collocation within Ameritech’s Premises becomes operational.

XII.3.3 ILEC Collocation. Requesting Carrier may also request via an NSCR that Ameritech offer Requesting Carrier a collocation arrangement not offered in this Article XII but

that has been made available by another incumbent LEC (“**ILEC Collocation**”). A request for ILEC Collocation is available subject to space and technical limitations.

XII.4 Eligible Equipment for Collocation.

XII.4.1 Types of Equipment. (a) Requesting Carrier may Collocate equipment used or useful for Interconnection with Ameritech or access to Ameritech’s unbundled Network Elements and any equipment used or useful for the foregoing purposes if such equipment has built-in switching or routing features and functions or enhanced services functionalities. Requesting Carrier shall not Collocate equipment that is not used or useful for either access to Ameritech’s unbundled Network Elements or for Interconnection, including equipment used exclusively for switching or for enhanced services. Further, Requesting Carrier (and, for Shared Caged Collocation, Resident Collocators) may not Collocate cross-connect panels or cross-connect blocks in quantities greater than Collocated equipment will support (individually or in the aggregate). As used in this **Section 12.4.1** “built-in” means that a single piece of equipment has multiple functions (e.g. multiplexing and switching) but specifically does not permit Requesting Carrier to Collocate equipment that has stand-alone switching or enhanced service functionality that is then connected in Ameritech’s Premises to other equipment necessary for Interconnection with Ameritech or access to Ameritech’s unbundled Network Elements.

- (b) Equipment necessary for Interconnection with Ameritech and access to Ameritech’s unbundled Network Elements includes:
 - (1) OLTM equipment;
 - (2) Multiplexers, including asynchronous transfer mode (“ATM”) multiplexers;
 - (3) Digital Cross-Connect Panels;
 - (4) Optical Cross-Connect Panels;
 - (5) Digital Loop Carrier;
 - (6) Digital Subscriber Line Access Multiplexers (“DSLAM”);
 - (7) Data over voice equipment;
 - (8) Equipment used for signal regeneration (“hubbing equipment”);
 - (9) Routers;
 - (10) Remote Switching modules (“RSM”); provided that such RSM is not used as a stand-alone switch and reports back to a host switch; and
 - (11) Any other transmission equipment collocated as of August 1, 1996 used or useful to terminate basis transmission facilities pursuant to 47 C.R.F. §§ 64.1401 and 64.1402.

XII.4.2 Safety Standards. (a) All equipment to be Collocated in Ameritech’s Premises must comply, as of the date such equipment is installed in Ameritech’s Premises, with then current (i) Bellcore Network Equipment and Building Specifications (“NEBS”) Level 1 requirements, (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10],

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(iii) NEBS Corrosion requirements, as stated in GR-1089-CORE, Criteria [72, 73], if such equipment has an electrical connection to outside plant and (iv) safety requirements as Ameritech may reasonably deem applicable to protect Ameritech's Premises and equipment and Other Collocator's equipment; provided such safety requirements are applied on a nondiscriminatory basis (items (i) - (iv) above collectively referred to as the **"Safety Standards"**).

- (b) If Ameritech denies Collocation of Requesting Carrier's equipment in an Ameritech Premises, citing Safety Standards, Ameritech will provide within five (5) Business Days of Requesting Carrier's written request to the Ameritech representative(s), identified on TCNet, a list of all Ameritech network equipment that Ameritech has placed within the network areas of such Premises within the twelve (12) month period preceding the date of Ameritech's denial of Requesting Carrier's equipment, together with an affidavit attesting that the Ameritech network equipment on such list meets or exceeds the Safety Standard(s) that Ameritech contends Requesting Carrier's equipment fails to meet.
- (c) If Requesting Carrier fails to provide Ameritech accurate and complete NEBS data sheets and other applicable or relevant information prior to the Occupancy Date to confirm that its equipment complies with the Safety Standards, Requesting Carrier shall not be permitted to install such equipment in Ameritech's Premises.

XII.4.3 Equipment Compliance. (a) Except as provided in **Section 12.4.3(b)** below, prior to placing its Collocation equipment in its Collocation space, Requesting Carrier shall submit to Ameritech a list and description of the equipment Requesting Carrier wishes to place in its Collocation space so that Ameritech can confirm that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**. Requesting Carrier shall provide, at a minimum, the following information with respect to each piece of equipment it intends to Collocate in Ameritech's Premises:

- (1) Name of Hardware and Software Manufacturer;
- (2) Model and Release Number; and
- (3) Third-party certification by an independent qualified testing facility and any necessary documentation that evidences compliance with the standards set forth in **Section 12.4.2**.

Ameritech will review and confirm or deny Requesting Carrier's list and description of equipment within ten (10) Business Days after Ameritech receives an accurate and complete list (i.e., all information is completed and any necessary documentation is attached). Requesting Carrier shall not place its Collocation equipment in its Collocation space until Requesting Carrier receives Ameritech's written confirmation that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**.

- (b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this **Section 12.4**. If Ameritech does maintain such a webpage of approved equipment, Requesting Carrier need not obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as “approved” on such webpage. Instead, at the final walkthrough, Requesting Carrier shall provide Ameritech written certification that any equipment to be placed in its Collocation space for which pre-certification was not received pursuant to **Section 12.4.3(a)** is listed as “approved” equipment on the then-current Collocation webpage.

XII.4.4 Disputes on Eligible Equipment. If Ameritech denies Requesting Carrier the ability to Collocate equipment on the grounds that such equipment does not comply with the requirements of this **Section 12.4**, such denial shall be deemed a Dispute and shall be subject to the provisions of **Section 27.4**.

XII.5 Transport Facility Options. For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transport facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transport facilities and terminate those transport facilities in its equipment located in its Collocation space at Ameritech’s Premises.

XII.6 Interconnection with other Collocated Carriers. Upon placement of a service order, Ameritech shall permit Requesting Carrier to Interconnect its network with that of another Collocating Telecommunications Carrier at Ameritech’s Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier (“**Carrier Cross-Connect Service for Interconnection**” or “**CCCSI**”) only if Requesting Carrier and the other collocating Telecommunications Carrier’s Collocated equipment are used for Interconnection with Ameritech or to access Ameritech’s unbundled Network Elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) or request Ameritech to provide such connection between the two carriers’ Collocated equipment via Ameritech’s Cross-Connect Service for Interconnection (“**ACCSI**”). If Requesting Carrier provides CCCSI, such CCCSI (i) must, at a minimum, comply in all respects with Ameritech’s technical and engineering requirements and (ii) shall require Requesting Carrier to lease Ameritech cable rack and/or riser space to carry the connecting transport facility. The rates for ACCSI and leasing of cable rack and riser space are set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another Collocating Telecommunications Carrier pursuant to this **Section 12.6**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXIV** and **Section 12.10.7**, indemnify Ameritech for any Loss arising from Requesting Carrier’s installation, use, maintenance or removal of such connection with the other Collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Requesting Carrier or its agents, including the other Collocating carrier.

XII.7 Interconnection Points and Cables.

Ameritech shall:

XII.7.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

XII.7.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

XII.7.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

XII.8 Space Exhaustion.

XII.8.1 Ameritech shall post on a publicly available Internet site, a document (the **"Exhaustion Report"**) that identifies each Ameritech Premises for which Physical Collocation is unavailable because of space limitations. Ameritech will update the Exhaustion Report to add additional Premises that run out of Physical Collocation space and to remove Premises in which Physical Collocation becomes available within ten (10) Business Days of the date on which space becomes exhausted or available, as applicable, at such Premises. Ameritech will recover from Requesting Carrier its costs to provide the Exhaustion Report in the manner determined by the Commission.

XII.8.2(a) Upon Requesting Carrier's order, Ameritech shall provide Requesting Carrier a report (the **"Premises Report"**) that includes for a specific Premises:

- (1) the amount of Physical Collocation Space available in that Premises;
- (2) the number of Telecommunications Carriers Physically Collocated in that Premises at the time of such request;
- (3) any modifications in the use of space in that Premises since Ameritech last provided a report on such Premises; and
- (4) any measures Ameritech is taking to make additional space available in that Premises for Physical Collocation.

Premises Reports shall be ordered by noting so in the Remarks section of the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered. A Premises Report shall be deemed Proprietary Information of Ameritech and subject to the terms, conditions and limitations of **Article XX**.

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- (b) The intervals for delivering a Premises Report are as follows:

Number of Premises Reports Requested within a Five (5) <u>Business Day Period</u>	Premises Report <u>Delivery Interval</u>
1-5	Ten (10) Business Days
6-20	Twenty-Five (25) Business Days

If Requesting Carrier requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval will be increased by five (5) Business Days for every five (5) additional Premises Report requests or fraction thereof.

- (c) Requesting Carrier shall compensate Ameritech on a time and materials basis for each Premises Report ordered, such charges to be determined in accordance with Section 252(d) of the Act (including any applicable contribution).

XII.8.3 If Ameritech denies a request for Physical Collocation because of space limitations in a given Premises, Requesting Carrier may request that Ameritech provide a tour (without charge) of such Premises within ten (10) Business Days (or such later date as mutually agreed) of Requesting Carrier's written request for such tour, delivered to the Ameritech representative(s) identified on TCNet; provided, however, that Ameritech shall not be required to provide a tour of any Premises that is listed in the Exhaustion Report if the Commission or an independent third party auditor has confirmed that Physical Collocation space is unavailable in such Premises because of space limitations or is otherwise not practicable. Each request for a Premises tour must include (i) the Premises where Physical Collocation was denied, (ii) the date of such denial and (iii) the applicable Ameritech order numbers. Requesting Carrier shall be permitted to tour the entire Premises, not just the room in which space was denied and may bring not more than two (2) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to Ameritech Ameritech's standard nondisclosure agreement. In no event shall any camera or other video/audio recording device be brought on or utilized during any tour of an Ameritech Premises.

XII.8.4 At the request of the Commission or Requesting Carrier, Ameritech shall remove any obsolete and unused equipment (e.g., "retired in-place") from its Premises. Ameritech shall be permitted to recover the cost of removal and/or relocation of such equipment if Ameritech incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

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XII.8.5 If Ameritech denies Requesting Carrier's Physical Collocation request because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of space was proper, Ameritech shall, in connection with any complaint filed by Requesting Carrier, file with the Commission detailed floor plans or diagrams of such Premises, subject to protective order.

XII.9 Allocation of Collocation Space.

XII.9.1 After Requesting Carrier is occupying Physical Collocation space in a given Premises, Requesting Carrier may reserve additional Physical Collocation space for its future use in that Ameritech Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space. As used in this **Article XII**, "**space**" shall refer to, as applicable, floor space or bays.

XII.9.2 Ameritech shall not be required to lease or construct additional space in its Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

XII.9.3 Requesting Carrier will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to Requesting Carrier's forecasts to the extent that Collocation space is then available.

XII.10 Security Arrangements.

XII.10.1 **General Security Arrangements**. The following security arrangements shall apply to Requesting Carrier's access to and use of Ameritech's Premises for Collocation. Each of the below security arrangements are intended to protect Ameritech's network and equipment from harm, and to ensure network security and reliability. Ameritech shall not impose security requirements that result in increased Collocation costs unless such security requirements have concomitant benefits of providing necessary protection of Ameritech's equipment. If, at any time after the Effective Date, Ameritech imposes more stringent security arrangements upon its employees or its authorized vendors, Ameritech shall provide written notice to Requesting Carrier of such new security arrangements and the Parties shall execute an amendment to this Agreement to incorporate such new security arrangements, with such amendment to be effective no later than thirty (30) days after Requesting Carrier's receipt of such written notice.

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XII.10.2 Access to Physical Collocation. (a) Requesting Carrier shall have 24 x 7 access to its Physical Collocation (APCS, Cageless and Shared) as specifically described in this **Article XII**. Subject to the last sentence of **subsection (b)** below, once Ameritech has implemented in an Ameritech Premises the security arrangements described in this **Article XII**, Requesting Carrier may access such Premises without an escort. However, prior to the date on which security arrangements have been implemented in specific Premises, security escorts shall be required, at no cost to Requesting Carrier. Requesting Carrier shall provide Ameritech with telephonic notice at the time of dispatch of Requesting Carrier's employees to an Ameritech Premises and, if possible, no less than sixty (60) minutes notice prior to arrival at such Premises.

(b) Requesting Carrier shall receive 24 x 7 access to Ameritech's Premises only after the Delivery Date of its Physical Collocation arrangement. Prior to that date, Requesting Carrier may only access Ameritech Premises for the purposes set forth in this **Article XII** (e.g., initial walk-through and acceptance walk-through) and only with an Ameritech representative. Prior to the date Requesting Carrier is provided access to its Physical Collocation, any Requesting Carrier employee seeking to access an Ameritech Premises must obtain a photo I.D. and, once access is provided, wear such photo I.D. while in the Ameritech Premises. Until a photo I.D. is issued, Requesting Carrier's employees shall require a security escort in Ameritech's Premises, at no cost to Requesting Carrier.

(c) Ameritech (and its agents, employees, and other Ameritech-authorized persons) shall have the right to enter Requesting Carrier's Physical Collocation at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by Ameritech, and for any other purpose deemed reasonable by Ameritech. Ameritech may also access Requesting Carrier's Physical Collocation for purpose of averting any threat of harm imposed by Requesting Carrier or its equipment or facilities upon the operation of Ameritech equipment, facilities and/or personnel located outside of Requesting Carrier's Physical Collocation. Ameritech will notify Requesting Carrier by telephone of any emergency entry and will leave written notice of such entry in the Physical Collocation. If routine inspections are required, they shall be conducted at a mutually agreeable time.

XII.10.3 Physical Security Arrangements. Ameritech may, at its sole discretion, adopt reasonable security arrangements to protect its equipment, including separating its equipment with a partition, installing security cameras or other monitoring devices, badges with computerized tracking systems, photo I.D., electronic or keyed access and/or logs. If any of the security arrangements adopted by Ameritech require the participation of Requesting Carrier's employees (e.g., electronic access cards, or badges or photo I.D.), Requesting Carrier agrees on behalf of itself and its employees to comply with any rules applicable to such arrangements. Upon resignation, suspension, retirement or termination of any employee or technician that Requesting Carrier has secured badges or electronic access cards or keys to Ameritech's Premises, Requesting Carrier shall recover said badge, access cards and/or keys from such individuals and return them to

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Ameritech. Ameritech may bill Requesting Carrier to change locks, badges or access cards due to these items not being returned to Ameritech. Ameritech shall recover its costs from Requesting Carrier to install, maintain and repair any security arrangements in the manner (i.e., nonrecurring or recurring) determined by the Commission. Any information collected by Ameritech in the course of implementing or operating security arrangements shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of **Article XX**.

XII.10.4 **Security Checks and Training**. Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Requesting Carrier a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Requesting Carrier shall apply such actions to its employees and vendors. Requesting Carrier's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide Requesting Carrier information on the specific type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises.

XII.10.5 **Breach of Security Rules**. If a Requesting Carrier employee violates the security rules applicable to Ameritech's Premises, Ameritech shall have the right to remove such employee from the Premises immediately and thereafter refuse such employee access to Ameritech's Premises.

XII.10.6 **Insurance**. Requesting Carrier shall furnish Ameritech with certificates of insurance which evidence the minimum levels of insurance set forth in **Section 19.8**, state the types of insurance and policy limits provided Requesting Carrier and name Ameritech as an additional insured. All insurance must be in effect and received on or before the Occupancy Date and shall remain in force as long as any of Requesting Carrier's facilities or equipment remain within Ameritech's Premises. If Requesting Carrier fails to maintain the coverage, Requesting Carrier hereby authorizes Ameritech, and Ameritech may, but is not required to, pay the premiums thereon, and if so, shall be reimbursed by Requesting Carrier. Requesting Carrier must also conform immediately to the recommendation(s) specific to its Collocation space, or the Ameritech Premises, in general, which are made by Ameritech's property insurance company as a result of a fire safety inspection. To the extent that these recommendation(s) also apply to Ameritech, Requesting Carrier shall only be required to conform to those recommendation(s) implemented by Ameritech. The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S)."

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Any vendor approved by Ameritech to enter Ameritech's Premises to perform work or services for or on behalf of Requesting Carrier must also, as a condition of such approval, maintain the same insurance requirements set forth in **Section 19.8**.

XII.10.7 **Indemnification**. In addition to its indemnity obligations set forth in **Section 24.1**, Requesting Carrier shall indemnify Ameritech for any Loss to Ameritech or a third party caused in whole or in part, by acts or omissions, negligence or otherwise, of Requesting Carrier, its employees, or vendors performing work on Requesting Carrier's behalf in Ameritech's Premises, including any Loss as a result of (i) injury to or death of any person; (ii) damage to or loss or destruction of any property, real or personal, or (iii) attachments, liens or claims of material person's or laborers arising out of, resulting from, or in connection with any services performed on behalf of Requesting Carrier.

XII.10.8 **Disclaimer of Responsibility**. Requesting Carrier acknowledges that Ameritech provides carriers other than Requesting Carrier Physical Collocation in Ameritech's Premises, which carriers may include competitors of Requesting Carrier, and that those carriers' employees, technicians and vendors (such third party carriers, employees, technicians and vendors collectively referred to as the "**Other Collocators**") will access the Ameritech Premises in which Requesting Carrier's equipment is Physically Collocated. Requesting Carrier further acknowledges that Other Collocators may, if Requesting Carrier has ordered Cageless Physical Collocation, have access to Requesting Carrier's Collocated equipment and/or if Requesting Carrier has a form of caged Physical Collocation, have access to the area immediately surrounding the transmission node enclosure, which enclosure is a permeable boundary that will not prevent the Other Collocators from observing or even damaging/injuring Requesting Carrier's equipment, facilities or personnel. Requesting Carrier agrees that Ameritech shall have no obligation to monitor Requesting Carrier's Physically Collocated equipment and that, in addition to any other applicable limitation contained herein, Ameritech shall have no responsibility nor liability for any Loss to Requesting Carrier, its equipment or personnel with respect to any act or omission by any Other Collocators, regardless of the degree of culpability of any such Other Collocators, except if such Loss is caused by an Ameritech employee or vendor specifically performing work on Ameritech's behalf (and not an Ameritech authorized vendor that happens to be performing work for another carrier Collocated in Ameritech's Premises).

XII.11 Subcontractor and Vendor Approval. Requesting Carrier may install and maintain its Physically Collocated equipment or, it may subcontract such responsibilities to an Ameritech-approved vendor. All installation work, whether performed by Requesting Carrier or an Ameritech-approved vendor, shall comply in all respects with Ameritech's technical, engineering and environmental requirements and is subject to Ameritech's inspection upon completion of such work. Requesting Carrier shall be solely responsible for all costs associated with the planning, installation and maintenance of its Collocated equipment.

XII.12 Delivery of Collocated Space.

XII.12.1 Ordering. (a) Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering to Ameritech a complete and accepted Collocation order form (if completed, a **“Collo Order”**). Each Collo Order shall include a Collocation Application Fee and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Requesting Carrier will require for such space, (v) the equipment to be housed in such space, (vi) Requesting Carrier’s anticipated power requirements for the space, (vii) any extraordinary additions or modifications (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier’s Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing (the **“Collo Response”**) as to whether the requested space and preferred method(s) of Collocation are available within the interval specified in subsection (b) below. If space is not available for Physical Collocation, Ameritech shall specify in its Collo Response to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation in accordance with Section 12.12.3. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Requesting Carrier’s (and, if applicable, each Resident Collocator’s) payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier’s Collo Order for Virtual Collocation pursuant to Section 12.12.1, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intraoffice facilities will be made available.

(b) Ameritech shall deliver its Collo Response to Requesting Carrier within the following intervals, which intervals commence on the day after Ameritech receives a complete and accurate Collo Order:

<u>Number of Collo Orders Submitted within Five (5) Business Days</u>	<u>Collo Response Interval</u>
1-5	Ten (10) Business Days
6-10	Fifteen (15) Business Days
11-15	Twenty (20) Business Days

If Requesting Carrier submits sixteen (16) or more Collo Orders within five (5) Business Days, the Collo Response Interval will be increased by five (5) Business Days for every five (5) additional Collo Orders or fraction thereof.

XII.12.2 Physical Collocation.

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- a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response to Requesting Carrier notice of such immediate availability.
- b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech's written consent, Requesting Carrier must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Requesting Carrier wishes to modify or change its Collo Request, Requesting Carrier must sign or initial any such modifications or changes and provide Ameritech a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Requesting Carrier's Collocation space until it receives a change order to amend the Collo Request or written confirmation that Requesting Carrier does not wish to pursue such change or modification. Failure to provide Ameritech the change order or written confirmation within the foregoing five (5) Business Day period shall be deemed a Requesting Carrier Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.
- c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's Collo Order, (ii) ninety (90) days from the date of the initial walk-through and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "**Delivery Date**").
- d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- e) If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and Requesting Carrier is unable to begin

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installing its equipment (i.e., the defects are material) and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available for installation of equipment.

- f) Ameritech may begin billing recurring charges for the Collocated space on the date such space is made available for occupancy (the **"Occupancy Date"**). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection with Ameritech and/or access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(f)**, Requesting Carrier (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.
- g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**.
- h) At Requesting Carrier's request Ameritech shall provide for APCS and Shared Caged Collocation, within three (3) months after receiving Requesting Carrier's (and, as applicable, each Resident Collocator's) Initial COBO Payment or such other reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within the foregoing period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the later of (i) the walk-through and (ii) the receipt of Requesting Carrier's Collo Order.
- i) After Ameritech completes its preparation of the Physical Collocation space, Requesting Carrier and Ameritech will complete an acceptance walk-through. Major exceptions that are noted during this acceptance

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walk-through shall be corrected by Ameritech within thirty (30) days after the walk-through while minor exceptions shall be corrected as soon as possible, commensurate with the materiality of such exceptions. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier. Unless the corrections of these exceptions delay the ability of Requesting Carrier to install its equipment beyond the Delivery Date, Requesting Carrier shall not be entitled to a credit under **Section 12.12.2(e)** above.

XII.12.3 Virtual Collocation.

- a) If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response if the space requested is available.
- b) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's Collo Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "**Delivery Date**") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days after the initial walk-through.
- c) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.
- d) Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Requesting Carrier, at the rates provided at Item VII of the Pricing Schedule.

XII.13 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures and other Collocation charges on a pro-rated basis so that if Requesting Carrier is the first collocater in a particular Ameritech Premises, it will not be responsible for the entire cost of site preparation (unless

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Requesting Carrier occupies all space conditioned); provided, however, that Requesting Carrier shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

XII.14 Billing. Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

XII.15 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

XII.16 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

XII.17 Protection of Service and Property.

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

XII.17.1 Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

XII.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

XII.17.3 For secured Physical Collocation arrangements, Ameritech shall furnish the Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Requesting Carrier space, subject to **Section 12.7.2** and **Article XX**.

XII.17.4 For APCS and Shared Caged Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation.

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XII.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

XII.17.6 For APCS and Shared Caged Collocation, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting Carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Requesting Carrier shall immediately provide Ameritech with such new keys.

XII.17.7 Ameritech shall use its existing power back up and power recovery plan in accordance with its standard policies for the specific Central Office.

XII.18 Default. If Requesting Carrier or the Primary Collocator, if different, defaults in any payment due for Collocation, or violates any provision contained in this Article XII, and such default or violation is not cured within thirty (30) days after Requesting Carrier's receipt of notice thereof, Ameritech may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation space, expel Requesting Carrier and any of its Resident Collocators, remove all property within the Collocation space and terminate services to such Collocation space, in each case without prejudice to any other remedies Ameritech might have. Ameritech may also refuse additional requests for service and/or refuse to complete any pending orders for additional space or service by Requesting Carrier at any time thereafter.

ARTICLE XIII NUMBER PORTABILITY -- SECTION 251(b)(2).

XIII.1 Provision of Local Number Portability. Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. For purposes of this **Article XIII**, "**Party A**" means the carrier from which a telephone number is ported, and "**Party B**" means the carrier to which a telephone number is ported.

XIII.2 Long Term Number Portability ("LNP"). The Parties agree to provide LNP on a reciprocal basis using Location Routing Number (LRN) as the means to port and route calls to ported numbers in accordance with the FCC and Commission guidelines applicable to LNP.

XIII.3 Ordering and Provisioning LNP.

XIII.3.1 Ameritech shall provide access to, and Requesting Carrier shall use, the Provisioning EI described in **Section 10.3.2(a)** for the transfer and receipt of data necessary for the (i) retrieval of Customer Service Records ("**CSR**") and (ii) ordering and provisioning of Ameritech-provided LNP.

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XIII.3.2 Requesting Carrier shall establish the Provisioning EI on or before the Service Start Date, so that it will submit all requests for CSRs and all orders for LNP through Ameritech's Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in **Section 10.13.2(b)**.

XIII.3.3 Requesting Carrier shall provide access to, and Ameritech shall use, an EDI interface (the **"RC EDI Interface"**) for the transfer and receipt of data necessary for Ameritech to request and retrieve Requesting Carrier's Customers' CSRs, and for the ordering and provisioning of Requesting Carrier-provided LNP. Within thirty (30) days of the Effective Date, Requesting Carrier must provide Ameritech with the proper documentation regarding the functionality of RC EDI Interface, the EDI specifications, including mapping, and any training and support documentation necessary to utilize the EDI interface.

XIII.4 Customer Service Record ("CSR").

XIII.4.1 Availability. Upon request, each Party will make available its Customers' CSRs to the requesting Party. A CSR is available when a Party has obtained current authority from the Customer.

XIII.4.2 CSR Retrieval. CSRs will be delivered to the requesting Party within five (5) Business Days of receipt by the other Party of the CSR retrieval request.

XIII.4.3 CSR Data Elements. Each CSR provided must include, but is not limited to, the following information:

- a) Customer Account Name;
- b) Customer Account Telephone Number(s);
- c) Customer Listing information;
- d) Customer billing information;
- e) Customer services and equipment to enable a determination of what types of service the Customer has;
- f) Customer Circuit information;
- g) Customer PIC and 2PIC carrier identification; and

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h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

XIII.4.4 CSR Coding. In the event a Party uses non-English or TC specific coding for CSR information, such Party must provide a glossary describing all terms on the CSR.

XIII.5 Other Number Portability Provisions.

XIII.5.1 Each Party shall disclose to the other Party, upon request, any technical or any capacity limitations that would prevent LNP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIII.5.2 Neither Party shall be required to provide LNP for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services, FX Service, coin telephone numbers and mass calling NXXs) under this Agreement.

XIII.5.3 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed on a nondiscriminatory basis.

XIII.5.4 Party A may cancel any line based calling cards associated with ported or disconnected numbers.

XIII.5.5 Each Party will be responsible for updating information in the Line Information Database (LIDB).

XIII.5.6 To obtain LNP, a Customer must remain within the same rate center or rate district, whichever is a smaller geographic area.

XIII.5.7 Each Party will be responsible for providing information on ported numbers to the ALI database for 911 service. Each Party agrees to utilize the unlock and migrate process in order to provide uninterrupted 911 service to the Customer.

XIII.5.8 Each Party will provide 911 trunking for each NPA-NXX in which it has ported numbers.

XIII.5.9 Ameritech will offer both coordinated and non-coordinated cutovers. Any coordinated cutovers requested out of normal business hours will be subject to overtime and time and material charges. Additionally, if after the Effective Date Ameritech offers a Ten Digit Trigger, Ameritech will charge for all coordinated cutovers for LNP.

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XIII.5.10 In the event the Requesting Carrier does not provide the subscription verification to the Number Portability Administration Center (NPAC) within the T-1 and T-2 timers defined in the NPAC requirements and Ameritech's subscription is cancelled, Requesting Carrier will be considered not to have submitted a valid order and will have to submit a revision to change the Due Date on the order.

XIII.5.11 Each Party will be responsible for testing its own network prior to reporting trouble to the other Party. In the event that a trouble is reported to Ameritech and the trouble is found not to be within Ameritech's network, Ameritech will charge Requesting Carrier its then-current time and material charges for the resolution of the trouble.

XIII.5.12 Requesting Carrier must have ordered, implemented, tested and turned up interconnection trunks prior to ordering LNP from Ameritech.

XIII.5.13 Once a number has been ported from Ameritech, Ameritech will no longer be responsible for payment of Reciprocal Compensation for any calls originated from that number.

XIII.5.14 Ameritech will charge Requesting Carrier for any supplemental or different versions of an original order submitted to Ameritech. Additionally, Ameritech will also charge Requesting Carrier for orders submitted that are subsequently cancelled.

XIII.5.15 In the event that Ameritech has begun, partially completed, or fully completed a conversion for LNP and Requesting Carrier asks that Ameritech restore service back to Ameritech's network, Ameritech will charge Requesting Carrier on a time and materials basis for restoring service. Additionally, Requesting Carrier shall cooperate with Ameritech to restore the service.

XIII.5.16 Ameritech will disconnect all directory listing and advertising associated with ported or disconnected numbers.

XIII.6 Intervals. Each Party shall meet the following intervals, which intervals commence on the day such Party receives a complete and accurate LNP order via the Provisioning EI or EDI interface, whichever is applicable:

<u>Order Type</u>	<u>EDI FOC Interval</u>	<u>LNP Interval Following FOC Delivery</u>
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and First	1 Business Day	4 Business Days Following FOC Delivery

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Number Ported in NPA-NXX		
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and NOT First Number Ported in NPA-NXX	1 Business Day	2 Business Days Following FOC Delivery
LNP Orders Accompanying Unbundled Loop Orders and Affecting Fewer Than 15 Lines Or Numbers	Longer of the Loop or LNP FOC Interval	Longer of the Loop or LNP Due Date Interval
LNP Orders for Only Part of an Account (With or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery
LNP Orders Affecting More Than 15 Lines or Numbers (With Or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery

XIII.7 LNP Conversion Dispute.

XIII.7.1 In the event that Requesting Carrier ports a Customer's telephone number without such Customer's knowledge or proper authorization, Ameritech will charge Requesting Carrier the Unauthorized Switching charge described in **Schedule 10.11.2**. Requesting Carrier also will cooperate to switch the service back to Ameritech in as expedient a manner as requested by Ameritech, notwithstanding normal LNP intervals. Additionally Ameritech will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

XIII.7.2 If any disputes should occur concerning LNP conversion, the Parties will handle the disputes in accordance with the dispute resolution procedures described in **Section 10.11.2**.

XIII.8 Pricing for LNP. Ameritech will recover its costs associated with LNP via the Customer surcharge and LNP query services as specified in the FCC's Third Report and Order on Telephone Number Portability. Requesting Carrier agrees not to charge Ameritech nor any Ameritech Affiliate, subsidiary or Customer for recovery of Requesting Carrier's costs associated with LNP.

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XIII.9 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of any NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive serve from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another.

ARTICLE XIV

DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its Customers for the provision of Directory Assistance service in conjunction with Telephone Exchange Service and Exchange Service provided by Requesting Carrier to Customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

ARTICLE XV

DIRECTORY LISTINGS -- SECTION 251(b)(3)

XV.1 Directory Listings For Requesting Carrier Resale Customers. Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers served through Resale Services ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

XV.1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge Requesting Carrier for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

XV.1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of Customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

XV.1.3 Publisher shall provide Requesting Carrier with a copy of the Primary Listings prior to publication. Both Parties shall use their best efforts to ensure the accurate listing of such information.

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XV.1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Requesting Carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

XV.1.5 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Directory Customers that are provided to Ameritech or its Publisher.

XV.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations to Requesting Carrier at the same time such information is provided to Ameritech.

XV.2 Listing and Listing Updates. Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

XV.2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

XV.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Requesting Carrier Directory Customers are to be provided to Ameritech.

XV.2.3 Requesting Carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Service Start Date.

XV.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;

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- b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- c) sell or license such Customer listing information sorted by carrier; or
- d) disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

XV.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories to Requesting Carrier Directory Customers on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers.

XV.3 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Requesting Carrier.

ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

XVI.1 Structure Availability.

XVI.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, "**Structure**") for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, "**Attachments**"). "**Rights-of-way**" means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Requesting Carrier's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.18**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

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XVI.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, “**Insufficient Capacity**” means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier 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.

XVI.2 Franchises, Permits and Consents. Requesting Carrier shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier’s lawful authority to occupy such Rights-of-way and construct its Attachments therein.

XVI.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a “modification” shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized 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.”)

XVI.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Requesting Carrier’s Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

XVI.3.2 If Requesting Carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Requesting Carrier but will be required to make the Right-of-way available to Requesting Carrier to construct its own poles, conduits or ducts or to bury its own

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cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Requesting Carrier's Attachments.

XVI.3.3 The costs of modifying a Structure to accommodate Requesting Carrier's request, an existing or prospective attaching party's request, or the needs of Ameritech, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate Requesting Carrier shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including Ameritech, 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 Requesting Carrier. If an attaching party, including Ameritech, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

XVI.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including Ameritech, 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.

XVI.4 Installation and Maintenance Responsibility. Requesting Carrier 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 Ameritech or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

XVI.5 Installation and Maintenance Standards. Requesting Carrier's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the FCC,

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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.

XVI.6 Implementation Team. The Implementation Team shall develop cooperative procedures for implementing the terms of this **Article XVI** and to set out such procedures in the Implementation Plan.

XVI.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

XVI.8 Unused Space. Except for maintenance ducts as provided in **Section 16.9** and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Requesting Carrier, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. Requesting Carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Requesting Carrier may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

XVI.9 Maintenance Ducts. 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, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

XVI.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

XVI.11 Other Arrangements. Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

XVI.12 Cost of Certain Modifications. If Ameritech 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

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facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Requesting Carrier's expenses. If a move of Requesting Carrier's Attachment is required by Ameritech or another attaching party, Requesting Carrier shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If Requesting Carrier fails to move its Attachment within the foregoing period, Requesting Carrier authorizes Ameritech to move such Attachment.

XVI.13 Maps and Records. Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to Requesting Carrier. Ameritech 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 Requesting Carrier and such materials may not be resold, licensed or distributed to any other person.

XVI.14 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at

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Requesting Carrier's expense. If Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

XVI.15 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structure. Requesting Carrier shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

XVI.16 Damage to Attachments. Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in **Article XXV**, the Party damaging the Attachments of the other Party shall be responsible to such other Party therefor.

XVI.17 Charges. Ameritech's 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 Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Requesting Carrier for map preparation, field surveys and Make-Ready Work.

XVI.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

XVI.19 Interconnection.

XVI.19.1 Upon request by Requesting Carrier, Ameritech will permit the interconnection of ducts or conduits owned by Requesting Carrier in Ameritech manholes.

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However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Requesting Carrier's request for interconnection is possible.

XVI.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

XVI.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

XVI.20 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

XVI.21 Structure Access Center. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be Requesting Carrier's single point of contact for all matters relating to Requesting Carrier's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

XVI.22 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which Requesting Carrier seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

XVI.23 Abandonments, Sales or Dispositions. Ameritech shall notify Requesting Carrier 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, Ameritech shall condition the sale or other disposition to include and incorporate the rights granted to Requesting Carrier hereunder.

**ARTICLE XVII
REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (**“Referral Announcement”**) on the abandoned telephone number which provides details on the Customer’s new number. Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the first Party’s tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

**ARTICLE XVIII
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN**

XVIII.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties’ provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the **“Implementation Team”**) which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party’s obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

XVIII.2 Interconnection Maintenance and Administration Plan. Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Requesting Carrier and Ameritech shall have jointly developed a plan (the **“Plan”**) which shall define and detail:

- a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling)

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specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;

- c) disaster recovery and escalation provisions; and
- d) such other matters as the Parties may agree.

XVIII.3 Implementation Plan. Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the “**Implementation Plan**”), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for ordering, provisioning and maintenance;
- (4) Single points of contact for ordering, provisioning and maintenance;
- (5) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;
- (6) Procedures and processes for Directories and Directory Listings;
- (7) Training and the charges associated therewith;
- (8) Billing procedures; and
- (9) Guidelines for administering access to Ameritech’s Structure.

XVIII.4 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

XVIII.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties

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shall discuss their respective performance under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the products and services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

XVIII.6 Operational Review. Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders of Requesting Carrier Customers for Resale Services are successfully completed;
- (b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders for unbundled Loops are successfully completed;
- (c) Review of all agreed-upon performance standards; and
- (d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

XIX.1 Compliance with Implementation Schedule. Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule set forth on **Schedule 2.1**.

XIX.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. Nothing in this Agreement

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shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

XIX.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other parties that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

XIX.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. **“Hazardous Substances”** includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

XIX.5 Forecasting Requirements.

XIX.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

XIX.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and/or volume requirements for all products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed **“Proprietary Information”** under **Article XX**.

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XIX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is required pursuant to this Agreement to provide a forecast (the “**Forecast Provider**”) or a Party that is entitled pursuant to this Agreement to receive a forecast (the “**Forecast Recipient**”) with respect to traffic and/or volume requirements for the products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, may request that the other Party establish a forecast (a “**Binding Forecast**”) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** shall be deemed “**Proprietary Information**” under **Article XX**.

XIX.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which 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 using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

XIX.7 Traffic Management and Network Harm.

XIX.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party’s network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

XIX.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

XIX.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

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XIX.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

XIX.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

XIX.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

XIX.10 Good Faith Performance. 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, as the case may be.

XIX.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

XIX.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

XIX.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

XIX.14 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

XIX.15 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly

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defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

XIX.16 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

XX.1 Definition of Proprietary Information.

XX.1.1 **"Proprietary Information"** means:

- a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is either identified as "Confidential" or "Proprietary" at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and
- b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

XX.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential," "proprietary," or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

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XX.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed **“Proprietary Information.”**

XX.2 Disclosure and Use.

XX.2.1 Each Receiving Party agrees that from and after the Effective Date:

- a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**“Representatives”**) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

XX.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person’s obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary

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Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

XX.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

XX.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

XX.3 Government Disclosure.

XX.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

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XX.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 20.3** with respect to all or part of such requirement.

XX.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

XX.4 Ownership.

XX.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

ARTICLE XXI
TERM AND TERMINATION

XXI.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until October 12, 2002 (the **“Initial Term”**). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **“Renewal Term”**; **“Renewal Term”** and **“Initial Term”** sometimes collectively referred to herein as the **“Term”**) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

XXI.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in **Section 21.1**, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

XXI.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (**“Defaulting Party”**), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 27.3** and it shall be resolved in accordance with the procedures established in **Section 27.3**.

XXI.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

**ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

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.

**ARTICLE XXIII
SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**ARTICLE XXIV
INDEMNIFICATION**

XXIV.1 General Indemnity Rights. A 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 person 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; 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;

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- b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**") for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;
- c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's 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 Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and
- 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.

XXIV.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

XXIV.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXIV, 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

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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 Article XX.

ARTICLE XXV LIMITATION OF LIABILITY

XXV.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

XXV.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

XXV.3 Limitation of Damages. Except for indemnity obligations under Article XXIV, a Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party

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for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed and (ii) the amount such negligent or breaching Party would have been liable to its Customer if the comparable retail service was provided directly to its Customer.

XXV.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 25.5). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 25.4.

XXV.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "**Consequential Damages**"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

XXV.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XXVI BILLING

XXVI.1 Billing. Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Article XXVI and the Implementation Plan.

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XXVI.2 Recording. To the extent technically feasible, the Parties shall record call detail information associated with calls originated or terminated to the other Party as specifically required herein.

XXVI.3 Payment of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the **“Bill Due Date”**). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party’s bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days’ written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party’s bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

XXVI.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, **“Past Due”**), then a late payment charge shall be assessed. Past Due amounts shall accrue interest as provided in **Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

XXVI.5 Adjustments.

XXVI.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

XXVI.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (**“Underbilled Charges”**); provided, however, that, except as provided in **Article XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

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XXVI.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made and available.

ARTICLE XXVII AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

XXVII.1 Audit Rights.

XXVII.1.1 Subject to the restrictions set forth in Article XX and except as may be otherwise specifically provided in this Agreement, a Party (“**Auditing Party**”) may audit the other Party’s (“**Audited Party**”) books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party’s books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

XXVII.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent 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 bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent 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

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Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

XXVII.1.3 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 the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, 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, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

XXVII.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

XXVII.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.1.1**. Any additional audit shall be at the requesting Party's expense.

XXVII.2 Disputed Amounts.

XXVII.2.1 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, except as provided in **Section 27.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

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XXVII.2.2 Disputed Amounts in escrow shall be subject to interest charges as set forth in **Section 26.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, (i) the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the second Bill Due Date after the resolution of the Dispute and (ii) the escrowed Disputed Amounts shall be released to the Non-Paying Party, together with any accrued interest thereon. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, (x) the escrowed Disputed Amounts and any accrued interest thereon shall be released to the Billing Party and (y) the Non-Paying Party shall no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of interest charges such Billing Party is entitled pursuant to **Section 26.6**. In no event, however, shall any interest charges be assessed on any previously assessed interest charges.

XXVII.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within five (5) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

XXVII.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to **Section 27.2.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

XXVII.2.5 The Parties agree that all negotiations pursuant to this **Section 27.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

XXVII.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account,

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(iii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iv) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new, or complete pending, orders; and/or
- (d) discontinue service.

Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) subsections (c) and (d) above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may apply.

XXVII.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a **"Dispute"**) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

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XXVII.5 Equitable Relief. Notwithstanding the foregoing, this Article XXVII shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Article XXVII.

ARTICLE XXVIII REGULATORY APPROVAL

XXVIII.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

XXVIII.2 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

XXVIII.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 28.2) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

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XXVIII.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are “interim rates” established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXIX MISCELLANEOUS

XXIX.1 Authorization.

XXIX.1.1 Ameritech Wisconsin, validly existing and in good standing under the laws of the State of Wisconsin, has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

XXIX.1.2 Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting Carrier represents and warrants to Ameritech that it has been or will be certified as an LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide in the State of Wisconsin the services contemplated hereunder prior to submission of orders for such service.

XXIX.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party’s obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

XXIX.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for (i) the performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors’ compliance with the terms, conditions and restrictions of this Agreement.

XXIX.4 Independent Contractor. Each Party shall perform services hereunder as an

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independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

XXIX.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, 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 delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

XXIX.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

XXIX.7 Taxes.

XXIX.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by 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 charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

XXIX.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

XXIX.8 Non-Assignment. (a) Requesting Carrier may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to its Affiliate by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Requesting Carrier may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with Ameritech under Sections 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

(b) As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under, or consented to by Ameritech pursuant to, this **Section 29.8**, Requesting Carrier agrees to reimburse Ameritech for any costs incurred by Ameritech to accommodate or recognize under this Agreement the successor to or assignee of Requesting Carrier, including any requested or required (i) modification by Ameritech to its Operations Support Systems, databases, methods and procedures and records (e.g., billing, inventory, interfaces and etc.) and (ii) network/facilities rearrangement. Ameritech shall have no obligation to proceed with such

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activities until the Parties agree upon the charges that apply to such activities.

XXIX.9 Non-Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. 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.

XXIX.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 29.10**, to the following addresses of the Parties:

To Requesting Carrier:

Northern Telephone & Data Corporation
2375 State Hwy. 44,
P. O. Box 3465
Oshkosh, WI 54903
Attn: William K. Miller, President
Facsimile: 920-426-3069

To Ameritech:

SBC Contract Administration
311 South Akard, 9th Floor
Four Bell Plaza
Dallas, Texas 75202-5398
Attn.: Notices Manager
Facsimile: (214) 464-2006

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile.

XXIX.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its

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subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

XXIX.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

XXIX.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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. 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.

XXIX.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

XXIX.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIV, and XXV, and Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 21.4, 27.2, 27.3, 29.7, 29.11, and 29.14.

XXIX.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

XXIX.17 Counterparts. This Agreement 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.

XXIX.18 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and

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other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Section 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.^{4 5}

4

Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term “Effective Date” throughout the Agreement (excluding the title page and Preamble) shall mean August 4, 2000. The change in “Effective Date” within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

5

This Agreement is the result of Requesting Carrier’s adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 4, 2000 by and between Ameritech Wisconsin and NorthPoint Communications, Inc. (the “NorthPoint Communications, Inc. Agreement”). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech’s compliance with what Requesting Carrier maintains is its rights under **Section 252(i)** of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.^{4 5}

Northern Telephone & Data Corporation

By: William K Miller
Printed: WILLIAM K MILLER
Title: PRESIDENT
Date: 8-14-00

Ameritech Wisconsin
By SBC Telecommunications, Inc.,
Its Authorized Agent

By: John T. Stankey
Printed: John T. Stankey
Title: President - Industry Markets
Date: 8/22/00

4

Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean August 4, 2000. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

5

This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 4, 2000 by and between Ameritech Wisconsin and NorthPoint Communications, Inc. (the "NorthPoint Communications, Inc. Agreement"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(i) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the NorthPoint Communications, Inc. Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the NorthPoint Communications, Inc. Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of Section 9.2 of this Agreement, and Section 28.2 of this Agreement, and/or to seek appropriate legal and/or equitable relief.

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Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1.2

DEFINITIONS

“800” means 800, 888 and any other toll-free NPA established by the FCC.

“9-1-1” means the services described in **Section 3.9**.

“9-1-1 Control Office Software Enhancement Connection Charge” is as defined in **Section 3.9.2(e)**.

“Access Toll Connecting Trunks” is as defined in **Section 5.1**.

“Act” means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“ADSL” or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

“Advanced Intelligent Network” or **“AIN”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, direct the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“Affiliate” is As Defined in the Act.

“AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the

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Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

“Applicable Law” is as defined in Section 19.2.

“Approval Date” is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Automatic Location Identification” or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

“Automatic Number Identification” or **“ANI”** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, “ANI” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

“Automatic Route Selection” or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

“Bellcore” means Bell Communications Research, Inc.

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“Binding Forecast” is as defined in Section 19.5.3.

“Blocking of Caller ID” means service in which a Customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Called ID.

“BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

“Bona Fide Request” means the process described on Schedule 2.2.

“Business Day” means a day on which banking institutions are required to be open for business in Chicago, Illinois.

“CABS” means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore 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 access and other connectivity services.

“Calling Party Number” or **“CPN”** is a Common Channel Interoffice Signaling (**“CCIS”**) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier of Record” is as defined in Section 10.11.3.

“CCS” means one hundred (100) call seconds.

“Central Office” means a building or space within a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

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(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

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

“CLASS Features” means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“COBO” is as defined in Section 12.12.2(b).

“Collo Order” is as defined in Section 12.12.1.

“Collo Proposal” is as defined in Schedule 12.12, Section 2.1.

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

“Commercial Mobile Radio Service” or **“CMRS”** is As Defined in the Act.

“Commission” or **“PSCW”** means the Public Service Commission of Wisconsin.

“Common Channel Interoffice Signaling” or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the

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signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

“Consequential Damages” is as defined in Section 25.5.

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Services” is as defined in Section 10.1.2.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

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

“Cross-Connect” or **“Cross Connection”** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities (i.e., frame) of the other Party which provides such Collocation.

“Customer” means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

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“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.12.2(b) and 12.12.3(c).

“Derivative Information” is as defined in Section 20.1.1(b).

“Dialing Parity” is As Defined in the Act.

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

“Digital Signal Level 0” or **“DS0”** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

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“Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“Disclosing Party” is as defined in Section 20.1.1.

“Dispute” is as defined in Section 27.3.

“Disputed Amounts” is as defined in Section 27.2.1.

“Documentation of Authorization” is as defined in Schedule 10.11.1.

“DSL” means Digital Subscriber Line.

“Effective Date” is the date indicated in the Preamble.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“E9-1-1” or “Enhanced 9-1-1 (E9-1-1) Service” provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

“equal in quality” is as defined in Section 3.6.

“Exchange Access” is As Defined in the Act.

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

“Exchange Message Record” or “EMR” means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

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“FCC” means the Federal Communications Commission.

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

“Force Majeure Event” is as defined in Section 29.5.

“Forecast Provider” is as defined in Section 19.5.3.

“Grandfathered Services” is as defined in Section 10.3.1.

“Hazardous Substances” is as defined in Section 19.4.

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

“Implementation Plan” is as defined in Section 18.2.

“Implementation Team” is as defined in Section 18.1.

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act. **“Information Service”** is As Defined in the Act.

“Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s Information Services platform (e.g., 976).

“Initial Term” is as defined in Section 21.1.

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“Insufficient Capacity” is as defined in Section 16.1.2.

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

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

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in Section 2.1.

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

“Interim Telecommunications Number Portability” or “INP” is as described in the Act.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all intraLATA calls other than Local Traffic calls.

“ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

“Line Information Database(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by

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ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer’s former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer’s referral telephone number and new LEC, if available.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

“Local Loop Transmission,” “Unbundled Local Loop” or “Loop” means the transmission path which extends from the Network Interface Device or demarcation point at a Customer’s premises to the Main Distribution Frame or other designated frame or panel in the Ameritech Serving Wire Center. Loops are defined by the electrical interface rather than the type of facility used.

“Local Number Portability” means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

“Local Traffic” means those local service area calls as defined by the Commission; provided, that in no event shall Local Traffic include any traffic originated on a Party’s physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

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“Logical Trunk Groups” are trunks established consistent with Articles IV and V that originate at one Party’s Central Office and terminate at the other Party’s Tandem or End Office. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier’s Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

“Meet-Point Billing” means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/Single Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“Non-Electronic Order” is as defined in Section 10.13.2(b).

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“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Occupancy Date” is as defined in Section 12.12.2(e).

“Optical Line Terminating Multiplexor” or **“OLTM”** is as defined in Section 3.3.

“Party” means either Ameritech or Requesting Carrier, and **“Parties”** means Ameritech and Requesting Carrier.

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

“Preparation Charges” means those charges applicable to the preparation of Ameritech’s Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

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“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

“Proprietary Information” is as defined in Section 20.1.1.

“Provisioning EI” is as defined in Section 10.13.2(a).

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means Ameritech’s White Pages Directories publisher.

“Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which 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; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

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“Requesting Carrier Directory Customer” is as defined in Section 15.1.

“Resale Implementation Questionnaire” means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that Requesting Carrier can be established in Ameritech’s internal system, a copy of which has been provided to Requesting Carrier.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of Part 22 Section 1 of PSCW.

“Routing Point” means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection”**. Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

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“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or “SCP” is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Wisconsin to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

“Serving Wire Center” means the Ameritech Wire Center which would normally serve the Customer location with Ameritech’s basic exchange service.

“Signal Transfer Point” or “STP” is As Defined in the Act.

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching

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services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Synchronous Optical Network” or “SONET” means 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 Gpbs.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“technically feasible point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing-impaired caller.

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“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in Section 10.11.2(a).

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech’s or Requesting Carrier’s) would violate any local or state law, rule or ordinance (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or voids Ameritech’s warranty on proximate equipment.

“Virtual Collocation” is As Defined in the Act.

“White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

“Wire Center” means the Premises of a Party at which all Local Loops within a defined geographic area are converged. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

“Withdrawn Services” is as defined in Section 10.3.2.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Wisconsin

The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with **Section 3.4.4** and **Schedule 12**. Ameritech's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Interconnection Agreement.

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SCHEDULE 2.2

BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1 and, if applicable, shall include Requesting Carrier's \$2,000 deposit described in **Section 6**.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4. Within thirty (30) days (the **"Preliminary Analysis Period"**) of its receipt of all information required to be provided on the Bona Fide Request Form, Ameritech shall provide to Requesting Carrier a preliminary analysis (the **"Preliminary Analysis"**) of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The Preliminary Analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (**"Bona Fide Request Quote"**). Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

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5. Within thirty (30) Business Days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under **Section 27.3**.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the Preliminary Analysis of the Bona Fide Request during the Preliminary Analysis Period. Requesting Carrier may either:

- (a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the Preliminary Analysis Period will not exceed \$2,000, or
- (b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the Preliminary Analysis Period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will return the \$2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of Requesting Carrier, either be refunded or credited toward additional development costs authorized by Requesting Carrier.

7. Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9. 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, such Party may exercise its rights under **Section 27.3**.

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the “Request”) (use additional sheets of paper, if necessary).

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- 3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its name.

- 4) Is the Request currently available from Ameritech or any other source? If yes, please provide source's name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

- 5) Is there anything custom or specific about the manner that you would like this Request to operate?

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- 6) If possible, please include a drawing or illustration of how you would like the Request to operate and/or interface with Ameritech's network, premises or other facilities.
- 7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?
- 8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, properly identify any information you consider confidential, if and as required by **Article XX** of your applicable Interconnection Agreement.
- 9) List the specific Central Offices and/or Wire Centers or other points of Interconnection or access where you want the Request deployed (use additional sheets of paper, if necessary).

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- 10) What is the expected demand of the Request for each location (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

Location	Estimate of demand/units
_____	_____
_____	_____
_____	_____

- 11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

- 12) Please indicate any other information that could assist Ameritech to evaluate your Request (use additional sheets of paper, if necessary).

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13) Please classify the nature of your Request (Check one).

- ☐ Request for Interconnection.
- ☐ Request for access to an unbundled network that is not currently provided to you.
- ☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.
- ☐ Request for a new or custom dialing parity arrangement.
- ☐ New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

15) Preliminary analysis cost payment option (Check one).

- ☐ \$2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.

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- ☐ No deposit is made and [Requesting Carrier] agrees to pay Ameritech’s total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393

ANSI T1.413-1995 Specifications, updated (1998) Issue 2

AM TR-TMO-000122

AM TR-TMO-000123

Bellcore TR-NWT-000393

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy
- Electrical Interfaces

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

ANSI T1E1 Committee Technical report Number 28

ANSI T1.601-1998 for ISDN.

Interoffice Transmission Facilities

AM TR-NIS-000111

AM RT-NIS 000133

ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization
Interface Standard Performance and Availability

ANSI T1.102-1993, American National Standard for Telecommunications - Digital
Hierarchy - Electrical Interfaces

ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous
Optical Network (SONET) - Basic Description including Multiplex Structure, Rates
and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Automatic Protection Switching

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- ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Payload Mappings
- ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Jitter at Network Interfaces
- ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
- ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
- ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection
- ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
- ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
- ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
- ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
- ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)
- ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications
- ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment
- ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment
- ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring
- ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

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ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Performance Standards

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems

Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing

Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria

ANSI T1.105-1995

Interconnection

Trunking Interconnection

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GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

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ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service

Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling

Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications

Bellcore Standard FR-NWT-000476

ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

Ameritech Technical Publication TR-NIS-000111, Ameritech 0C3, 0C12 and 0C48 Service Interface Specifications; and

Ameritech Technical Publication AM-TR-NIS-000133, Ameritech 0C3, 0C12 and 0C48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063

National Electrical Code (NEC) use latest issue

TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations

National Electrical Code (NEC) use latest issue

TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)

TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Underwriters' Laboratories Standard, UL 94

SCHEDULE 3.8

INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Trunk Provisioning Intervals

1.1 Number of End Office

<u>Trunks Per Order Per Day</u>	<u>Interval</u>
1-48	14 days
49-96	15 days
97 +	Negotiated

1.2 New Trunk Groups to Tandem(s) Negotiated

2.0 Trunking Grade of Service

Blocking Standards

<u>Traffic Type</u>	<u>Measurement</u>
Exchange Access	
Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
All Other Final Trunk Group Traffic	1% (0.01)

3.0 Trunk Restoral

<u>Type of Outage</u>	<u>Interval</u>

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Service Affecting	within 1 hour
Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

- B. Intrastate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

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SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

(Please initial) _____ Requesting Carrier hereby agrees to bill and collect for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this **Schedule 7.1**.

1.0 DEFINITIONS

"555" is a service in which Providers offer information services for a fee to Customers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Customers who dial a number using the "976" prefix.

"**Abbreviated Dialing**" is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

"**Adjustments**" are dollar amounts that are credited to a Customer's account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

"**Ancillary Services**" include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

"**Customer**" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"**Calling Party Pays Cellular**" or "**CPP Cellular**" is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"**Calling Party Pays Paging**" or "**CPP Paging**" is a service where a Customer placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"**Provider**" is the entity which offers an Ancillary Service to a Customer.

"**Uncollectibles**" are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of

collection and are written off as bad debt on final accounts. Uncollectibles are recoured back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the call information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in **Exhibit A**. In the case where Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information as specified in **Exhibit A** for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in the Ancillary Services Billing and Collection Service Guidelines ("**Guidelines**"). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting Carrier shall bill all calls within thirty (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier ("**Collection Services**"). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in **Section 6.0** of this **Schedule 7.1**;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in **Section 5.0** of this **Schedule 7.1**;

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- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

A description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1** is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in **Exhibit D**.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under **Section 3.0** of this **Schedule 7.1**;
- b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;
- c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;
- d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by

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the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in Section 26.4 of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Requesting Carrier. Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

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Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

EXHIBIT A

Daily Usage Information

Ameritech will send daily usage tapes, in EMR standard format, to Requesting Carrier containing the following message information for services specified in this Agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

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EXHIBIT B

Requesting Carrier Compensation

Rate per billed message:

\$0.03

Sch. 7.1, Ex. B-1

EXHIBIT C

Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Requesting Carrier within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Requesting Carrier 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.

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- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier access to the Unbundled Local Loop types described on this **Schedule 9.2.1** unbundled from Local Switching and Interoffice Transmission Facilities.

“2-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 2W”** supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at the MDF in the Ameritech Serving Wire Center and the Customer premises. Analog 2W are technically sufficient to provide PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“4-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 4W”** supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“2-Wire ISDN 160 Kbps Digital Unbundled Local Loop” or **“BRI-ISDN”** supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) unbundled Loop which meets national ISDN standards and conforms to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN) and ANSI T1.601-1998 for ISDN.

“2-Wire ADSL-Compatible Unbundled Local Loop” or **“ADSL 2W”** is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1998 non-overlapped mode only per Annex F and AM TR--TMO-000123. An ADSL 2W terminates in a 2-wire electrical interface at the Customer premises and at the MDF in the Ameritech Serving Wire Center. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech’s Central Office. ADSL 2W are available only where existing copper facilities can meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications.

“2-Wire HDSL-Compatible Unbundled Local Loop” or **“HDSL 2W”** is a transmission path that facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted

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copper pair meeting the specifications in ITU Rec. G.991.1. HDSL 2W are available only where existing copper facilities can meet the ITU Rec. G.991.1 and AM-TR-TMO-000123 specifications or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 4W” is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ITU Rec. G.991.1 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the ITU Rec. G.991.1 or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire 64 Kbps Compatible Digital Unbundled Local Loop” or “4-Wire 64 Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech’s Serving Wire Center. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

“4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop” or “1.544 Mbps Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech’s Serving Wire Center. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00123.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this Schedule 9.2.2.

1. Subject to Section 1.4 below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated Interoffice Transmission Facilities (“**Dedicated Transport**”) are dedicated facilities connecting two Ameritech Central Offices that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. “**Unbundled dedicated entrance facility**” is a dedicated facility connecting (i) Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office and (ii) Ameritech’s transmission equipment in an Ameritech Central Office in the Serving Wire Center with Carrier’s transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities (“**Shared Transport**”) is a billing arrangement that provides Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one Customer or carrier.

1.4. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier’s Central Offices or (y) any other third party’s Central Offices, only where such interoffice facilities exist at the time of Requesting Carrier’s request.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Requesting Carrier may order, from Ameritech, multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are for (i) the same element, (ii) a single type of service (*i.e.*, same NC/NCI code), (iii) a single location, and (iv) the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact ("**SPOC**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Ameritech's unbundled Network Elements.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Ordering Center**") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (FOC) to Requesting Carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Network Element Control Center**" or "**NECC**") for all provisioning, maintenance and repair.

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- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the **"Confirmation Due Date"**), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.
- 1.11 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.12 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office where that element exists. Each Unbundled Local Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to unbundled Loops at the Ameritech Serving Wire Center. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing copper or non-integrated Loop at no additional charge to Requesting Carrier. If, however, no spare copper or non-integrated Loop is available, Ameritech shall, within two (2) Business Days, notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then, at its discretion, submit a Bona Fide Request for Ameritech to provide Requesting Carrier access to the Unbundled Local Loop, including via the demultiplexing of the integrated digitized Loop(s).

2.1.3 If Requesting Carrier orders a Loop type and the Loop facility that exists at the time of such order does not meet the technical specifications or characteristics of the Loop type requested (including distance), Requesting Carrier shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under **Sections 2.1.2** and **2.1.3** of this Schedule.

2.1.5 If Requesting Carrier requests Ameritech to provide an Unbundled Local Loop that supports a technical standard identified for an Unbundled Local Loop as set forth on **Schedule 9.2.1**, and the provision of such Unbundled Local Loop requires conditioning to meet such technical standard, Requesting Carrier shall first approve and then pay for any charges for Ameritech to condition such Loop. Conditioning charges shall be in addition to any other charges (e.g., monthly recurring, service order, etc.) applicable to the provisioning of such Unbundled Local Loop.

2.1.6 Ameritech makes no representation, warranty or guarantee and Requesting Carrier receives no representation, warranty or guarantee with respect to any unbundled Loops ordered by Requesting Carrier for the provision of DSL-based or other advanced services that do not conform to the technical standards described for each Unbundled Local Loop described on **Schedule 9.2.1**.

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2.1.7 If Requesting Carrier provisions Unbundled Local Loop technologies described on **Schedule 9.2.1**, Requesting Carrier shall assume full and sole responsibility for any Loss, damage, service interruption or other service or product degradation effects and will indemnify and hold Ameritech harmless for any Loss to Ameritech or its facilities, including any Consequential Damages made upon Ameritech by any provider or telecommunications user if such Loss, damage, service interruption or other degradation effects, arises out of, or results from, the use of such unbundled Local Loop technologies. Further, Requesting Carrier agrees that it will undertake to defend Ameritech against and assume payment for any Loss arising out of any such Claims made against Ameritech resulting from Requesting Carrier's provisioning of services using such unbundled Loop technologies.

2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **"live"** Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **"Service Order"**) using the Provisioning EI. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Confirmation Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Except as otherwise provided herein, Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Confirmation Due Date, a scheduled conversion date and time (the **"Scheduled Conversion Time"**) in the **"A.M."** (12:00 midnight to 12:00 noon) or **"P.M."** (12:00 noon to 12:00 midnight) (as applicable, the **"Conversion Window"**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **"New Conversion Time"**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

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If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **“live”** Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.6 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard **“electronic bonding”** interface (EBI) and are handled by the Ameritech NECC. The NECC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech’s Interoffice Transmission Facilities via Collocation at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier’s Collocation space for an additional charge by means of a Cross-Connection. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request (**“ASR”**) interface. If after the Effective Date Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

3.2 Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

3.2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier as described in **Section 1.1** of **Schedule 9.2.4**.

3.2.2 As a shared transmission path as described in **Section 1.3** of **Schedule 9.2.4**.

3.3 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

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3.3.1 The transmission path at the requested speed or bit rate.

3.3.2 The following optional features are available; if requested by Requesting Carrier, at additional cost:

3.3.2.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

3.3.2.2 Ameritech provided Central Office multiplexing:

- (a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;
- (b) DS3 to DS1 multiplexing;
- (c) OC3 Add/Drop
 - per DS3 Add/Drop
 - per DS1 Add/Drop;
- (d) OC12 Add/Drop
 - per OC3 Add/Drop
 - per DS3 Add/Drop; and
- (e) OC48 Add/Drop
 - per OC12 Add/Drop
 - per OC3 Add/Drop
 - per DS3 Add/Drop.

3.3.2.3 Ameritech-provided OC3, OC12 and OC48 Protection on Entrance Facilities.

- (a) 1+1 Protection;
- (b) 1+1 Protection with Cable Survivability; and
- (c) 1+1 Protection with Route Survivability.

3.3 Ameritech shall:

3.3.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport, or non-exclusive access to the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier, in the case of Shared Transport;

3.3.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

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3.3.3 Permit, to the extent technically feasible, Requesting Carrier to connect such Interoffice Transmission Facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

3.3.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from Dedicated Transport.

3.4 Technical Requirements.

This **Section 3.4** sets forth the technical requirements for Dedicated Transport:

3.4.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3) shall be dedicated to Requesting Carrier designated traffic.

3.4.2 Ameritech shall offer Dedicated Transport in all the currently available technologies including DS1 and DS3 transport facilities and SONET point-to-point transport facilities, at all standard transmission bit rates, except subrate services, where available.

3.4.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "**CI to CO**" connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.4 For DS3 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "**CI to CO**" connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.5 When requested by Requesting Carrier, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. When physical diversity is requested by Requesting Carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Requesting Carrier). Any request by Requesting Carrier for diversity shall be subject to additional charges.

3.4.6 Upon Requesting Carrier's request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Requesting Carrier's traffic.

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3.4.7 Ameritech shall offer the following interface transmission rates for Dedicated Transport:

3.4.7.1 DS1 (Extended SuperFrame - ESF, D4);

3.4.7.2 DS3 (M13 shall be provided);

3.4.7.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.8 Upon Requesting Carrier's request, Ameritech shall provide Requesting Carrier with electronic reconfiguration control of a Requesting Carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

3.4.9 Ameritech shall permit, at applicable rates, Requesting Carrier to obtain the functionality provided by DCS together with dedicated transport in the same manner that Ameritech offers such capabilities to IXC's that purchase transport services. If Requesting Carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 9.10**NETWORK ELEMENT PERFORMANCE ACTIVITIES****A. Non-DS1 Loops-Standard Intervals**

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1.	Facilities Available	7 Business Days
2.	Facilities or Force Not Available	Negotiated Interval

C. DS3-Unbundled Local Transport Negotiated Interval**D. OC-N-Unbundled Local Transport** Negotiated Interval

**SCHEDULE 10.1
RESALE SERVICES**

The Resale Services provided hereunder are those Telecommunications Services set forth in the Resale Tariff(s). The interim rates, charges and prices for such Resale Services are as ordered by the Commission in Causes Nos. 39983 and 40571-INT-01 and shall be replaced by those rates, charges and prices established by the Commission in the Permanent Rate Docket (as defined in Footnote 1 of the Pricing Schedule).

SCHEDULE 10.1.2

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by Northern Telephone & Data Corporation, a Wisconsin corporation with offices at 2375 State Hwy 44, Oshkosh, WI (“Requesting Carrier”) to Ameritech Wisconsin, a Wisconsin corporation with offices at 722 N. Broadway, Milwaukee, WI 53202, (“**Ameritech**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of October 13, 1999 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

With the submission by Requesting Carrier to Ameritech of any Service Order by which Requesting Carrier is assuming a contract for a Telecommunications Service that Ameritech provides to its Customer (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Requesting Carrier agrees to purchase for resale to the same Customer the Telecommunications Services described in each such contract, subject to the terms and conditions of such contract, including, any termination liability.

Requesting Carrier represents and warrants to Ameritech that, prior to submission of any Service Order for a Telecommunication Service available under an assumed contract, each existing retail contract between Ameritech and the Customer will have been assigned in writing to Requesting Carrier by the Customer in accordance with the provisions of such retail contract. Requesting Carrier agrees to defend, indemnify and hold Ameritech harmless from any and all Losses from any Claim by a third party, including a Customer, arising or relating to the assignment of the contract to Requesting Carrier.

ACCEPTED AND AGREED:

Requesting Carrier:_____

Signature:_____

Date:_____

SCHEDULE 10.9.2

RESALE PERFORMANCE BENCHMARKS

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Business Days

b. HICAP: Percentage of Missed Appointments

c. SUBRATE: Percentage of Missed Appointments

2. New Service Failures

a. POTS: Percentage of New Service Failures During First Seven (7) Calendar Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

B. Repair

1. Time to Repair

a. POTS: If and as required by the Commission, out-of-service in excess of twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

2. Percentage of Initial Trouble Reports

3. Percentage of Code 4 Troubles

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C. Time to Provide Firm Order Confirmation

1. Switched Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within four (4) Business Days Receipt of accurate and valid Service Order.
2. HICAP Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within One (1) Business Day of Receipt of accurate and valid Service Order.

D. Speed of Answer - Measured on an aggregate basis of all calls placed to:

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds.
2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.
3. Operator Services: Toll Assistance Speed of answer (seconds).
4. Operator Services: Directory Assistance Speed of answer (seconds).

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION⁶

This Representation of Authorization is delivered by Party A, a _____ corporation with _____ offices at _____ (“**Party A**”) to Party B, a _____ corporation with offices at _____ (“**Party B**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 2000 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer’s Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer’s service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter (“**Letter**”) that explicitly authorizes Party A to have access to the prospective Customer’s CPNI. The Letter must be signed by the prospective Customer or the prospective Customer’s authorized representative. In order to obtain the CPNI of the prospective

⁶ For purposes of this **Schedule 10.11.1**, “**Party A**” means the carrier requesting access to a prospective Customer’s CPNI and “**Party B**” means the Party that provides the CPNI. As provided in **Section 10.11.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.11.1**.

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Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change (“**Documentation of Authorization**”), in each case that explicitly authorizes Party A to change such Customer’s PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer’s authorized representative. Party A need not submit the Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.
4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer’s PLEC.
5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.
6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.
7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B’s reliance upon Party A’s representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.
8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

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9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 2000

PARTY A

By:_____

Title:_____

Printed Name:_____

SCHEDULE 10.11.2

**PROCEDURES FOR THE SELECTION OF PRIMARY
LOCAL EXCHANGE CARRIERS**

In the event that Requesting Carrier submits an order under this Agreement, and the Customer notifies Ameritech within the greater of ninety (90) days or two (2) billing cycles of the date Requesting Carrier submitted such order that it did not authorize Requesting Carrier to provide local exchange Telecommunications Services to the Customer, Requesting Carrier must provide Ameritech with that Customer's Letter or Documentation of Authorization within three (3) Business Days after receipt of Ameritech's request. In the event that Requesting Carrier cannot provide the Letter or Documentation of Authorization within three (3) Business Days, Requesting Carrier must within three (3) Business Days thereafter:

- notify Ameritech to change the Customer back to the Local Exchange Carrier that provided service to the Customer before the change to Requesting Carrier was made, and
- provide any information and billing records Requesting Carrier has obtained relating to such Customer to the prior carrier; and
- pay Ameritech \$50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Requesting Carrier and Ameritech to provide interface requirements to allow Requesting Carrier to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable Requesting Carrier to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement. Definition - The Law Enforcement Process assures that Requesting Carrier (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Requesting Carrier must initiate a wire trap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Requesting Carrier (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency’s name, officer’s name and case or report number.

3.2.2. Requesting Carrier shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Requesting Carrier Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Requesting Carrier shall contact the AACB to renew the trap beyond twenty-one (21) days.

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3.2.4. The AACB shall provide to Requesting Carrier a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Requesting Carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide Requesting Carrier with required information to initiate a trap or call trace. Requesting Carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Requesting Carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Requesting Carrier representatives with an emergency security contact number.

3.2.7. Requesting Carrier's Customer must contact Requesting Carrier with the dates and times of the unwanted calls. Requesting Carrier shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Requesting Carrier informing Requesting Carrier of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Requesting Carrier provided to the AACB. Requesting Carrier shall inform its Customer of the results of the investigation.

3.2.9. If Requesting Carrier Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Requesting Carrier.

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Requesting Carrier Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Requesting Carrier Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a “**form**” of identifying calls dialed by Requesting Carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept **Section 4.1**.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Requesting Carrier Customer (via Requesting Carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the Requesting Carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Requesting Carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Requesting Carrier Customers. If the law enforcement agency serves Requesting Carrier the original subpoena, Requesting Carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Requesting Carrier of the resolution of the

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investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Requesting Carrier's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair, maintenance, and testing (except for unbundled Loops as provided in **Section 9.9.1**), for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Requesting Carrier Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Requesting Carrier Customer or an Ameritech Customer.

3. Ameritech shall provide Requesting Carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Requesting Carrier under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Requesting Carrier notice of any scheduled maintenance activity which may impact Requesting Carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Requesting Carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Requesting Carrier promptly of any such actions it takes.

5. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech, Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6. Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will

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provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier via the Maintenance EI. Ameritech shall inform Requesting Carrier of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Requesting Carrier to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and shall use the form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Requesting Carrier Customer premises shall be accomplished by Ameritech pursuant to a request received from Requesting Carrier. The gateway provided by Ameritech for the Maintenance EI shall allow Requesting Carrier to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Upon receiving a referred trouble from Requesting Carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. For expedites, Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for its retail Customers. If Ameritech is unable to meet a Requesting Carrier expedited request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

11. The Implementation Plan will establish a process for disaster recovery that addresses the following:

(a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;

(b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, statusing and problem resolution during the course of a disaster and restoration;

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(c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

12. If (i) Requesting Carrier reports to Ameritech a trouble report with respect to a Resale Service, Requesting Carrier, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at the then current rates applicable in the Territory.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

The Provisioning EI will provide Requesting Carrier with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the Requesting Carrier Customer order for all desired features and services;
- d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;
- i) Order local intraLATA toll service and enter Requesting Carrier Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a Requesting Carrier Customer.

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Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request (**"Migration-As-Is"**). However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

SCHEDULE 12.3

NON-STANDARD COLLOCATION REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Non-Standard Collocation Request (“NSCR”) that Ameritech provide: (a) an ILEC Collocation method not otherwise provided hereunder at the time of such request, (b) Adjacent Collocation, (c) Non-Standard Bay Collocation, or (d) an increment of space not otherwise provided hereunder at the time of such request, in each case in specific Ameritech Premises.

2. An NSCR shall be submitted in writing to the NSCR Manager noted on the NSCR Form attached hereto as Attachment 1 and shall include all information necessary for Ameritech to review and analyze such NSCR.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the NSCR.

4. Within ten (10) days (the “Collo Analysis Period”) of its receipt of all information required to be provided on the NSCR Form, Ameritech shall notify (the “Collo Analysis”) Requesting Carrier whether Ameritech will offer such NSCR or will provide an explanation as to why Ameritech will not make such NSCR available. If Ameritech will offer the NSCR, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (the “NSCR Quote”). Ameritech shall provide an NSCR Quote as soon as feasible, but in any event not more than thirty (30) days from the date Ameritech received such NSCR and all necessary information to process such NSCR.

5. Within twenty (20) Business Days of its receipt of the NSCR Quote, the Requesting Carrier must either confirm its order pursuant to the NSCR Quote or such request shall be cancelled.

6. Requesting Carrier may cancel an NSCR at any time, but shall pay Ameritech’s reasonable costs of processing and/or implementing the NSCR up to the date of cancellation.

7. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

8. If a Party to an NSCR believes that the other Party is not requesting, negotiating, or processing the NSCR in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.4**.

FORM OF
NON-STANDARD COLLOCATION REQUEST FORM⁷

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Please classify your requested Collocation arrangement:

☐ ILEC Collocation

☐ Adjacent Collocation

☐ Non-Standard Bay Collocation (if above two items not applicable, complete only items 3 and 14)

3) The requested Collocation method will be used to:

☐ Interconnect with Ameritech's network; and/or

⁷ Fax completed form to Ameritech's NSCR Manager at (248) 443-9900.

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- ☐ Access Ameritech's unbundled Network Elements

Please provide a description of all equipment you intend to Collocate (use additional sheets of paper, if necessary).

- 4) If ILEC Collocation, please provide the name of the ILEC offering such Collocation method and attach complete copies of all rates, terms and conditions of the approved Section 251/252 agreement or effective tariff that describes such Collocation offering.

- 5) Is there anything custom or specific about the manner that you would like this ILEC Collocation method to be offered?

- 6) If possible, please include a drawing or illustration of how you would like the ILEC Collocation method to Interconnect with Ameritech's network, Premises or other facilities.

- 7) List the specific Ameritech Premises in which you want the ILEC Collocation method (use additional sheets of paper, if necessary).

- 8) Please indicate any other information that could assist Ameritech to evaluate your request for the specific ILEC Collocation method (use additional sheets of paper, if necessary).

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- 9) Why have you requested the ILEC Collocation method in lieu of ordering an Ameritech Standard Collocation offering? What benefits (rates, terms or conditions) do you believe the requested ILEC Collocation method will provide?
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- 10) If you are requesting Adjacent Collocation, please describe the Adjacent Collocation you seek to deploy? Please include a description of all telecommunications equipment that will be used to connect with Ameritech. (Attach additional sheets, if necessary).
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- 11) Please attach a site drawing that illustrates your suggested placement of the Adjacent Structure, any connecting facilities or utilities, and Ameritech's Premises.
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- 12) Please provide a specific description of the Adjacent Structure, structural and mechanical, and a list of requirements you wish Ameritech to provide.
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- 13) Please attach true and correct copies of all approvals (governmental or otherwise) that you have received with respect to the placement of the Adjacent Structure and any necessary connecting facilities. Please also attach a letter signed by an officer of your company certifying, with no qualifications, that all governmental and other approvals and permits necessary for such Adjacent Collocation have been received.
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- 14) If you are requesting Collocation of equipment with other than Standard Bay dimensions, please attach a fully completed Collocation order form and note such equipment dimensions in the Remarks section of that form.
- 15) Collo Analysis cost payment option (Check one, applies to ILEC Collocation and Adjacent Collocation only).
- ☐ \$2,000 deposit included provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Collo Analysis shall not exceed this deposit.
- ☐ No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Collo Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this NSCR, including costs to analyze, develop, provision, and price the NSCR, up to and including the date Ameritech receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to order the NSCR within twenty (20) Business Days of receipt of the NSCR Quote.

Requesting Carrier

By: _____
Its: _____

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. Requesting Carrier may request to reserve additional space (or bays) in an Ameritech Central Office in which the Requesting Carrier has Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (**“Reservation Charge”**).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Requesting Carrier in the particular Central Office.
4. The reservation takes a priority based on the date at which it is made.
5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an **“Option Party”**) will be given written notice of its (their) option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the date Ameritech received the reactivation reservation. The holder(s) of the reservation(s) with the next higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

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6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Requesting Carrier and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Requesting Carrier may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, Requesting Carrier and Ameritech shall jointly develop a planning process for meeting Requesting Carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the Requesting Carrier quarterly forecast of anticipated additional power requirements.

Sch. 12.9.3

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Requesting Carrier shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Requesting Carrier's Collo Order for which space is available. This written verification is Requesting Carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "**Initial COBO Payment**"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 So long as Requesting Carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Requesting Carrier's Collo Order pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning:	25% of COBO charges

1.3 If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, COBO charges shall be paid 40%-40%-20% in lieu of the foregoing 50%-25%-25% schedule.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Requesting Carrier's equipment and for extraordinary costs to maintain the Collocation space for Requesting Carrier's equipment on a going-forward basis. Requesting Carrier's pro rata share will be

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determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in **Section 12.12.2(b)**, Ameritech shall provide to Requesting Carrier with any information in its possession relating to Requesting Carrier's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Requesting Carrier a written proposal (the **"Collo Proposal"**) that includes the extraordinary costs associated with such space, the expected Delivery Date and an estimated date for Requesting Carrier's second COBO payment, as provided in **Section 1.2**. Requesting Carrier shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within ten (10) Business Days after Ameritech provides it to Requesting Carrier.

2.2 Requesting Carrier will be responsible for notifying Ameritech of any significant outages of Requesting Carrier's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Requesting Carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting Carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Requesting Carrier-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Requesting Carrier shall obtain Ameritech's written approval of Requesting Carrier's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Requesting Carrier must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Requesting Carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the Requesting Carrier's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Requesting Carrier is found to be in non-compliance with the terms and conditions of this Schedule, Requesting Carrier must modify its installation to achieve compliance.

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Ameritech will notify Requesting Carrier in advance of such inspections, and Requesting Carrier shall have the right to be present at the time of the inspection.

2.7 See Tariff F.C.C. No. 2, Section 16 for additional terms and conditions applicable to Physical Collocation.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Requesting Carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Requesting Carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical Collocation and Virtual Collocation:

1. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
2. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.
3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
4. Ameritech shall provide all ingress and egress of fiber cabling to Requesting Carrier Collocated spaces in compliance with Requesting Carrier's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Requesting Carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by Ameritech.
5. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Ameritech will inform Requesting Carrier by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, "emergency related work" means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.
6. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Term. If Requesting Carrier, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse Requesting Carrier for any and all costs reasonably associated with such relocation.

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7. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for Requesting Carrier equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support Requesting Carrier equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to Requesting Carrier on a nondiscriminatory basis to that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

8. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Requesting Carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

9. Both Requesting Carrier's power equipment and Ameritech power equipment supporting Requesting Carrier's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout. Requesting Carrier may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Requesting Carrier on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of **Section 12.4.2**.

11. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

12. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide Requesting Carrier with a copy of any existing drawings showing Requesting Carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Requesting Carrier cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Requesting Carrier shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Requesting Carrier with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.
2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.
3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.
4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.
5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.
6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.
7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor

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performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Requesting Carrier collocated space, at a level above the top of Requesting Carrier's equipment plus or minus two (2) feet to the left or right of Requesting Carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

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PRICING SCHEDULE -- WISCONSIN

ITEM 1. -- 9-1-1 Service

See Exhibit PS-I

ITEM 2. -- Reciprocal Compensation

2.1	End Office Local Termination	\$.004241 per minute
2.2	Tandem Switching	\$.000704 per minute
C.	Tandem Transport Termination	\$.000188 per minute
D.	Tandem Transport Facility Mileage	\$.000014 per minute/mile

ITEM 3. -- Information Services Traffic

Information Services Billing and Collection: \$ 0.03 per message

ITEM 4. -- BLV/BLVI Traffic

4.1	Busy Line Verification (BLV):	\$ 0.711 per use
4.2	Busy Line Verification Interrupt (BLVI): (in addition to BLV charge)	\$ 0.857 per use

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ITEM 5. -- Unbundled Network Elements

5.1 Unbundled Loop Rates

5.1.1 Recurring Rates

	Monthly Rates Access Area ³		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$10.90	\$10.90	\$10.90
Ground Start	\$11.84	\$11.84	\$11.84
Electronic Key Line	\$17.03	\$17.03	\$17.03
4-Wire Analog	\$24.45	\$24.45	\$24.45
Digital			
2-wire 160 Kbps (ISDN-BRI)	\$13.06	\$13.06	\$13.06
4-wire 64 Kbps	\$67.08	\$67.08	\$67.08
4-wire 1.544 mbps	\$69.09	\$69.09	\$69.09
2-wire ADSL/HDSL Compatible Interface Loop ⁴	\$10.90	\$10.90	\$10.90
4-wire ADSL/HDSL Compatible Interface Loop ^{2/}	\$24.45	\$24.45	\$24.45
Cross Connect Charge (additional, per cross connect):			
2-wire	\$0.19		
4-wire	\$0.38		
6-wire	\$0.57		
8-wire	\$0.76		
DS1	\$0.52		

³ "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

⁴ For situations where the transmission characteristics cannot be met, distance extension will be provided upon receipt of a Bona Fide Request.

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	DS3	\$0.96	
	Service Coordination Charge, per carrier bill, per central office	\$1.16	
5.1.2	Non-Recurring Rates		
	Service Order--Establish/Change: (Business or Residence)	\$16.50 ⁵	
	Line Connection: (Business or Residence)	\$40.10 ⁶	
			<u>Monthly</u> <u>Nonrecurring Charge</u>
5.2	Transport DSI Rates		
5.2.1	Entrance Facility		
	- Per Point of Termination Terminating Bit Rate 1.544 Mbps		
	Zone 1	\$69.09	
	Zone 2	69.09	
	Zone 3	69.09	
5.2.2	Interoffice Mileage Termination		
	- Per Point of Termination		
	- 1.544 Mbps		
	Zone 1	\$15.69	
	Zone 2	15.69	
	Zone 3	15.69	
	Interoffice Mileage		
	- Per Mile		
	- 1.544 Mbps		
	Zone 1	\$2.41	

⁵ The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

⁶ The Line Connection Charge applies to each Loop.

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		<u>Monthly</u>	<u>Nonrecurring Charge</u>
	Zone 2	2.41	
	Zone 3	2.41	
5.2.3	Optional Features and Functions		
5.2.3.0.0.1	Clear Channel Capability		
	- Per 1.544 Mbps Circuit Arranged		
	Zone 1	None	\$371.79
	Zone 2	None	371.79
	Zone 3	None	371.79
5.2.3.0.0.2	Interconnection Central Office Multiplexing		
	- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
	Zone 1	\$298.31	
	Zone 2	298.31	
	Zone 3	298.31	
5.3	DS3 Rates		
5.3.1	Entrance Facility		
	- Per Point of Termination		
	DS3 with Electrical interface		
	- Per Termination		
	Zone 1	\$1,005.93	
	Zone 2	1,005.93	
	Zone 3	1,005.93	
5.3.2	Interoffice Mileage Termination		
	- Per Point of Termination		
	Zone 1	\$173.23	
	Zone 2	173.23	
	Zone 3	173.23	
	Interoffice Mileage		
	- Per Mile		
	Zone 1	\$36.20	
	Zone 2	36.20	

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		<u>Monthly</u>	<u>Nonrecurring Charge</u>
	Zone 3	36.20	
5.3.3	Optional Features and Functions		
	a) Interconnection - Central Office Multiplexing		
	- Per Arrangement		
	- DS3 to DS1		
	Zone 1	\$383.00	
	Zone 2	383.00	
	Zone 3	383.00	
5.4	OC-3 Rates		
	1) Entrance Facility		
	- Per Point of Termination		
	Terminating Bit Rate 155.52 Mbps		
		\$456.36	
	2) Interoffice Mileage Termination		
	- Per Point of Mileage Termination		
	155.52 Mbps	371.20	
	Interoffice Mileage		
	- Per Mile 155.52 Mbps	261.37	
	3) Optional Features and Functions		
	a) OC-3 Add/Drop Multiplexing		
	- Per arrangement	606.97	
	b) Add/Drop Function		
	- Per DS3 Add or Drop	140.96	
	- Per DS1 Add or Drop	43.54	
	c) Cross-Connection Services	103.01	
	OC-3 to OC-3 Cross Connect		
	d) 1+1 Protection		
	- Per OC-3 Entrance Facility	55.75	
	e) 1+1 Protection with Cable Survivability		

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		<u>Monthly</u>	<u>Nonrecurring Charge</u>
	- Per OC-3 Entrance Facility	55.75	\$2,640.45
f)	1+1 Protection with Route Survivability		
	1) Per OC-3 Entrance Facility		Apply Rates and Charges as c) above plus (2) below
	2) Per Quarter Route Mile	75.75	
5.5	OC-12 Rates		
	1) Entrance Facility		
	- Per Point of Termination Terminating Bit Rate 622.08 Mbps		
			\$720.09
	2) Interoffice Mileage Termination		
	- Per Point of Mileage Termination 622.08 Mbps		635.43
	Interoffice Mileage		
	- Per Mile 622.08 Mbps		467.09
	3) Optional Features and Functions		
	a) OC-12 Add/Drop Multiplexing		
	- Per arrangement		667.13
	b) Add/Drop Function		
	- Per OC-3 Add or Drop		\$196.36
	- Per DS3 Add or Drop		42.58
	c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
	- Per Circuit		542.96
	d) 1+1 Protection		
	- Per OC-12 Entrance Facility		\$275.82
	e) 1+1 Protection with Cable Survivability		

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		<u>Monthly</u>	<u>Nonrecurring Charge</u>
	- Per OC-12 Entrance Facility	275.82	\$2,640.45
f)	1+1 Protection with Route Survivability		
	1) Per OC-12 Entrance Facility		Apply Rates and Charges as d) above plus (2) below
	2) Per Quarter Route Mile	67.73	
5.6	OC-48 Rates		
	1) Entrance Facility		
	- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	3,111.65	
	2) Interoffice Mileage Termination		
	- Per Point of Mileage Termination 2488.32 Mbps	1,522.30	
	Interoffice Mileage		
	- Per Mile 2488.32 Mbps	403.40	
	3) Optional Features and Functions		
	a) OC-48 Add/Drop Multiplexing		
	- Per arrangement (not to exceed 12 DS3s or equivalent)	770.56	
	b) Add/Drop Function		
	- Per OC-12 Add or Drop	391.22	
	- Per OC-3 Add or Drop	\$180.31	
	- Per DS3 Add or Drop	63.77	
	c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
	- Per Circuit	1,218.40	
	d) 1+1 Protection		
	- Per OC-48 Entrance	1,056.21	

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		<u>Monthly</u>	<u>Nonrecurring Charge</u>
Facility			
e)	1+1 Protection with Cable Survivability	1,056.21	2,640.45
-	Per OC-48 Entrance Facility		
f)	1+1 Protection with Route Survivability		
		Apply Rates and Charges as d) above plus (2) below	
1)	Per OC-48 Entrance Facility Channel		
2)	Per Quarter Route Mile	88.17	

5.7 Installation and Rearrangement Charges for Interoffice Transmission Facilities

	Administration Charge, Per order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination
DS1 Service 1.544 Mbps			
Area A	\$346.87	\$543.46	\$516.53
Area B	346.87	543.46	516.53
Area C	346.87	543.46	516.53
DS3 Service 44.736 Mbps			
Area A	266.67	578.43	345.33
Area B	266.67	578.43	345.33
Area C	266.67	578.43	345.33
OC-3 Service 155.52	106.14	436.76	828.62
OC-12 Service 622.08 Mbps	106.14	436.76	828.62
OC-48 Service 2488.32 Mbps	106.14	436.76	828.62

5.8 Rates for Maintenance.

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5.8.1 Trip Charge - \$51.00 per trouble dispatch

5.8.2 Time Charge - \$21.00 per quarter hour with a quarter hour minimum and quarter hour increments.

Item VI -- Wholesale Resale Services

A. See Schedule 10.1

B. "Warm" Transfer \$_____

Item VII -- Collocation

See Exhibit PS-VII

Item VIII -- Structure

See Exhibit PS-VIII

ITEM IX -- SERVICE PROVIDER NUMBER PORTABILITY

See Section 13.8

EXECUTION ORIGINAL**EXHIBIT PS-I****RATE TABLE - WISCONSIN****EISA SERVICES PROVIDED:**

	Non-recurring	Monthly Charge	Price
Channel Conditioning - Per Channel		\$775.00	\$35.50
- Back to Back		775.00	35.50
- Collocated		775.00	220.50
- Direct (First Channel)		775.00	5.50
-Channels 2-24			
ANI/ALI/SR and Database Mgt.-			10.00
Per 1,000 main stations and equivalent network access lines served, rounded up to the nearest 1000.			
Control Office Adman. - Per NXX			32.10
		Non-Recurring	Charge
Alternate Control Office Access - Per Trunk Group		\$1,250.00	
Address & Routing File (ARF) - Per File Request (Per 100,000 Street Segments)			125.00
Manual Updates - Per Record, per occasion		4.25	

The rates and charges for Route Diversity will be determined on a case by case basis.

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.

Exhibit PS-I-1

EXECUTION ORIGINAL

Termination Charges

If EISA service is canceled or removed prior to expiration, Requesting Carrier is responsible for payment of termination charges equal to the number of months remaining in the contract, multiplied by the associated monthly rate per main station or its equivalent access lines, multiplied by the number of main stations or equivalent access lines billable in the month prior to discontinuance, according to Ameritech's records.

Exhibit PS-I-2

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

	<u>Non Recurring Charges</u>	<u>Monthly Recurring</u>
Order Charge/Per Order	\$268.09	--
Central Office Build Out		--
- per Initial 100 sq. ft		
Floor Space Request/C.O.	\$32,205.09	--
-50% Charge	16,102.55	
-25% Charge	7,057.27	--
- per Add'l 100 sq. ft.		
Floor Space Request/C.O.	\$13,883.42	
-50% Charge	6,941.71	
-25% Charge	3,470.86	
Cable Vault Splicing/ per Initial splice	\$192.55	--
Cable Vault Splicing/ per Subsequent splice	\$14.27	--
Splice Testing/ per Initial Splice Test	\$44.18	--
Splice Testing/ per Subsequent Splice Test	\$2.59	--
Cable Pulling from Manhole to Cable Vault/ per First foot	\$208.94	--
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.04	--
Cable Pulling from Cable Vault to the transmission node/per First foot	\$77.97	--
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$.78	--
Power Delivery/per Power Lead	\$1,686.48	--
Transmission Node Enclosure/ per initial 100 sq. feet	\$4,808.91	--
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$1,899.17	--
Diverse Riser/per Floor		

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

	Non Recurring <u>Charges</u>	Monthly <u>Recurring</u>
Traversed	\$584.31	--
Space Reservation Charge/ per Each request	\$680.30	--
Central Office Floor Space/ per 100 sq. ft.	--	\$912.54
Riser Space/Foot	--	\$1.39
Entrance Conduit/per Innerduct per foot	--	\$.07
Power Consumption/per Fuse AMP	--	\$6.43
200 Conductor Electrical Cross Connect Block	--	\$80.32
Digital Cross-Connect Panel (DSX-3)/ per DS-3 Termination	--	\$19.12
Digital Cross-Connect Panel/ per DSX-1 Panel (Up to 56 DS-1 Term)	--	\$59.90
Optical Cross-Connect Panel/ per OCX Panel Segment	--	\$7.13
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	--	\$.67
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	--	\$8.50
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/ per Each	--	\$80.32
Digital Timing Source/per Synchronization Signal Provided	--	\$16.11
DS-1 Repeater	--	\$7.47
		DS-3 Repeater

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

	Non Recurring Charge	<u>Monthly Charge</u>
Service Order	\$104.74	--
Optical Line - Cable Vault Splicing/ per Initial Splice	\$192.55	--
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$14.27	--
Optical Line - Splicing Test/ per Initial Splice	\$44.18	--
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.59	--
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$208.94	--
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	\$1.04	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$77.97	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	\$.78	--
Optical Line - Diverse Riser/ per Floor Traversed	\$584.31	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$2,721.18	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,360.59	--
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,040.89	--
Project Management Fee/ installed on same subsequent order per additional shelf	\$1,224.53	--

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

	<u>Non Recurring Charge</u>	<u>Monthly Charge</u>
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,632.71	--
Power Delivery/per 7' Bay Installed	\$1,686.48	--
Thru-Connect per DSX-1 to DSX-1	\$6.55	\$0.26
Thru-Connect per OCX to OCX	\$6.55	\$1.84
7' Bay (Company Provided)/per Bay	\$367.98	\$47.65
7' Bay (Customer Installed/Pre-Packaged)/ per Bay	--	\$34.50
Optical Line - Entrance Facility/ per Foot	--	\$0.07
Optical Line - Riser Space/per Foot	--	\$0.32
Optical Line - Riser Space/per Fiber Termination	--	\$1.91
Power Consumption/per Fuse AMP	--	\$6.43
200 Electrical Conductor Cross-Connect Block/ per Block	--	\$80.32
Digital Cross-Connect Panel/ per DS-3 Termination	--	\$19.12
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	--	\$59.90
Optical Cross-Connect Panel/ per Panel Segment	--	\$7.13
Digital Timing Source per Timing Circuit	--	\$3.21

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

SHARED CAGE COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	WISC
Central Office Floor Space per 50 Sq Ft	\$486.39
Riser Space per Foot	\$1.39
Entrance Conduit per Innerduct per Foot	\$.07
Power Measurement Billing per Customer Arrangement	NA
Power Consumption per KWH	NA
Power Consumption per Fuse Amp	\$6.43
200 Conductor Electrical X-Connect Block per Block	\$80.32
Digital X-Connect Panel (DSX) per DSX-3 Term	\$19.12
Digital X-Connect Panel (DSX) per DSX-1 Panel	\$59.90
Optical X-Connect Panel per OCX Panel	\$7.13
Passive Bay Term per DS1 Termination (incl bay & panel)	\$.67
Passive Bay Term per DS3 Termination (incl bay & panel)	\$8.50
200 Conductor Electrical X-Connect Block per Block (outside transmission node)	\$80.32
Digital Timing Source per Timing Circuit	\$16.11
DS1 Repeater	\$7.47
DS3 Repeater	\$43.39

EXHIBIT PS-VII**VIRTUAL COLLOCATION - WISCONSIN****SHARED CAGE COLLOCATION****NonRecurring Rate Elements**

RATE ELEMENT DESCRIPTION	WISC
Order Charge per Connect order	\$497.13
Order Charge per Disconnect Order	\$9.37
Order Charge	NA
CO Build Out per Initial 50 Sq Ft	\$53,096.61
CO Build Out per Additional 50 Sq Ft Ordered on Same order as Init 50 Sq Ft and Contiguous to Initial 50 Sq Ft	\$13,703.38
Cable Vault Splicing per Initial Splice	\$192.55
Cable Vault Splicing per each Subsequent Splice	\$14.27
Cable Pulling From Manhole to Cable Vault per 1 st Foot	\$209.94
Cable Pulling from Manhole to Cable Vault per each Additional Foot	\$1.04
Cable Pulling from Cable Vault to Transmission Node per 1 st Foot	\$77.97
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot	\$.78
Power Measurement per Customer Arrangement	NA
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only	NA
Power Delivery per Power Lead	\$1,686.48
Transmission Node Enclosure per Initial 50 Sq Ft	\$2,871.43
Transmission Node Enclosure per each Additional 50 Sq Ft ordered with Initial 50 Sq Ft and Contiguous to Initial 50 Sq Ft	\$1,542.80
Space Reservation Charge/Request	\$680.30
Security Photo ID Card per card	\$9.25

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

CAGELESS COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	WISC
CO Floor Space per Standard Bay	\$52.73
Riser Space per Foot	\$1.39
Entrance Conduit per Innerduct per Foot	\$.07
Power Measurement Billing per Customer Arrangement	NA
Power Consumption per KWH	NA
Power Consumption per Fuse Amp	\$6.43
200 Conductor Electrical X-Connect Block per Block	\$80.32
Digital X-Connect Panel (DSX) per DSX-3 Term	\$19.12
Digital X-Connect Panel (DSX) per DSX-1 Panel	\$59.90
Optical X-Connect Panel per OCX Panel	\$7.13
Passive Bay Term per DS1 Termination (incl bay & panel)	\$.67
Passive Bay Term per DS3 Termination (incl bay & panel)	\$8.50
200 Conductor Electrical X-Connect Block per Block (outside transmission node)	\$80.32
Digital Timing Source per Sync Signal	\$16.11
DS1 Repeater	\$7.47
DS3 Repeater	\$43.39

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

CAGELESS COLLOCATION

NonRecurring Rate Elements

RATE ELEMENT DESCRIPTION	WISC
Order Charge per Connect Order	\$357.75
Order Charge per Disconnect Order	\$9.37
Central Office Build Out per Initial Bay	\$27,566.46
Central Office Build Out per Additional Bay added w/Initial Bay on Same Order	\$4,765.16
Cable Vault Splicing per Initial Splice	\$192.55
Cable Vault Splicing per each Subsequent Splice	\$14.27
Cable Pulling From Manhole to Cable Vault per 1 st Foot	\$209.94
Cable Pulling From Manhole to Cable Vault per each Additional Foot	\$1.04
Cable Pulling From Cable Vault to Transmission Node per 1 st Foot	\$77.97
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot	\$.78
Power Measurement per Customer Arrangement	NA
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only	NA
Power Delivery per Power Lead	\$1,686.48
Space Reservation Charge/Request	\$680.30
Security Photo ID Card per card	\$9.25

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)

Recurring Rate Element

RATE ELEMENT DESCRIPTION	WISC
Collocator to Collocator Cable Racking/Foot	\$5.27

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	WISC
Project Management Fee	\$899.96

PREMISES REPORT

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	WISC
Premises Report, per Premises	Time & Materials

APPLICATION FEE

NonRecurring Rate Element⁷

⁷

“TBD” means “to be determined,” by Ameritech. As of the Effective Date, Ameritech has not established an Application Fee determined in accordance with Section 252(d) of the Act. Ameritech shall process Requesting Carrier’s Collocation applications without payment; provided, that notwithstanding any limitations on backbilling in this Agreement, Ameritech shall bill and Requesting Carrier agrees to pay any applicable Application Fees once such fees have been determined.

EXHIBIT PS-VII

VIRTUAL COLLOCATION - WISCONSIN

RATE ELEMENT DESCRIPTION	WISC
Application Fee, Per Request Per Premises	TBD

EXHIBIT PS-VIII STRUCTURE PRICING

I. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate an Attaching Party's request for Attachment. Administrative Fees are payable with Attaching Party's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. Maps, Records and Information Charges. Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to an Attaching Party. Charges for these services will be as follows:

- a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by an Attaching Party.
- b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to an Attaching Party's request for information and, if applicable, to meet with the Attaching Party to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Attaching Party shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Attaching Party shall pay the amount by which the costs of the request exceed the estimate. Ameritech will reimburse to the Attaching Party the amounts by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare structure for the Attachments of the Attaching Party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
- b. Prior to commencing any Make Ready Work by Ameritech, the Attaching Party shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Attaching Party shall pay the amount by which the Make Ready Work Charges exceed the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
- c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Attaching Party shall make separate deposits for field survey Make Ready Work to determine the actual availability of space apparently based on Ameritech's records

and for the Make Ready Work to prepare the Rights-of-way or conduit for the Attaching Party's Attachment.

- d. In the event that other attaching parties, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Attaching Party's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Attaching Party to place and maintain its Attachments in or on Ameritech's Structure.

- a. Attachment Fees are due and payable twice each year in advance. On January 1 of each year, the Attaching Party will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each year, the Attaching Party will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
- b. Pole Attachment Fees
 - i) The Attachment Fee for poles applies to each pole on which the Attaching Party has placed its Attachment of for which Make Ready Work pursuant to a request for access has been completed.
 - ii) Pole Attachment Fee: \$3.03 per pole, per year for each one foot of space occupied by the Attaching Party's Attachments and for each power supply or equipment case or cabinet attached to a pole.
- c. Duct or conduit Attachment Fees
 - i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
 - ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Attaching Party's Attachment, plus the cable racking and maintenance loop space measured by the length of the Attaching Party's cable within each manhole.
 - iii) If Attaching Party's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
 - iv) If Attaching Party occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per inner-duct foot for the Attachment.

v) Conduit Attachment Fee:

\$0.31 per foot of inner-duct or cable racking and maintenance loop space occupied per year.

d) Rights-of-Way Attachment Fees:

- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
- ii) If Attaching Party's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
- iii) The Attachment Fees for the Attaching Party's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech, after the Attachment.
- iv) The Attachment Fees for the Attaching Party's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachment of others, including Ameritech, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees to cover the Attaching Party's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

f. Extraordinary Attachments

Ameritech reserves the right to price on a case-by-case basis any Extraordinary Attachment to any of its pole, ducts, conduits or rights-of-way. An "Extraordinary Attachment" is any Attachment to a pole, duct, conduit or right-of-way which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the useability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability or safety concerns to other users of the pole, duct, conduit or right-of-way.

g. Unauthorized Attachment Fee

The fee for unauthorized Attachments to Ameritech's poles, ducts, conduits or rights-of-way is an amount equal to five (5) times the annual Attachment fee for each such unauthorized Attachment.

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT – WISCONSIN
by and between
AMERITECH WISCONSIN
AND

NORTHERN TELEPHONE & DATA CORPORATION

The Interconnection Agreement (“the Agreement”) by and between Ameritech Wisconsin and Northern Telephone & Data Corporation (“CLEC”), approved by the Public Service Commission of Wisconsin is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Add Appendix LIDB & CNAM Service and update List of Schedules to reflect this addition. (See Attachment “A”)

1.2 Add Pricing Table regarding LIDB & CNAM Service and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment “B”)

2.0 MISCELLANEOUS

2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

2.3 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1st day of June, 2001, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Northern Telephone & Data Corporation

By: [Signature]
Title: President
Name: William K. Miclin
(Print or Type)
Date: MAY 16 2001

***SBC Telecommunications, Inc.
as agent for Ameritech Wisconsin**

By: [Signature]
Title: President - Industry Markets
Name: O. R. Stanley
(Print or Type)
Date: JUN 01 2001

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between Northern Telephone & Data Corporation and Ameritech Wisconsin.

ATTACHMENT A

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of **SBC-AMERITECH**'s and **SNET**'s data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

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

2. DEFINITIONS

2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 **“Account Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

2.3 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 **“Query”** means a message that represents a request to a Database for information.

2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an **SBC-12STATE** Database.

2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **SBC-12STATE** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)

3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)

- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)
- 3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)
- 3.2 **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to **SBC-12STATE**'s CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network. CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

- 3.7 CLEC understands that access to SBC-12STATE's LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in SBC-12STATE's LIDB and/or CNAM Database. When a region in SBC-12STATE implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB and/or CNAM Database; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-12STATE provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB and/or CNAM Database. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.

- 4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **PACIFIC** with usage information from which **PACIFIC** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. CLEC will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and CLEC. CLEC will deliver such information to locations specified by **PACIFIC**. If CLEC uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **PACIFIC** with recordings of CLEC's usage, **PACIFIC** will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **PACIFIC** with reports that identifies usage by Originating Point Code. CLEC and **PACIFIC** will agree upon the format and media type that CLEC will use to provide such usage data to **PACIFIC**. CLEC understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill CLEC based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.
- 4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **PACIFIC** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **PACIFIC**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from SBC-12STATE's LIDB and/or CNAM Database.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

- 7.4 SBC-12STATE is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB and/or CNAM Database. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or

indirectly from the content of any Calling Name Information contained in **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.

- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

ATTACHMENT B

APPENDIX PRICING
AMERITECH/Northern Tele. Data Com.

Page 1 of 1

AMENDMENT
To the
INTERCONNECTION AGREEMENT –WISCONSIN

By and between
AMERITECH WISCONSIN

AND
NORTHERN TELEPHONE & DATA CORPORATION

The Interconnection Agreement (“the Agreement”) by and between Ameritech Wisconsin Bell, Inc. and Northern Telephone & Data Corporation (“CLEC”), approved by the Public Service Commission of Wisconsin (PSCW) is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Appendix Operator Services (OS), Appendix Directory Assistance (DA) and Appendix Hosting are hereby added and incorporated within.

2.0 The Appendix Pricing Schedule of Prices is hereby replaced and incorporated within

3.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

4.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

5.0 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin (PSCW).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 24th day of August, 2001, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Northern Telephone & Data Corporation.

By: William K. McLean

Title: President

Name: WILLIAM K. McLEAN
(Print or Type)

Date: 1-8-01

***SBC Telecommunications, Inc.
As agent for Ameritech Wisconsin**

By: OR Stanley

Title: President - Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: AUG 24 2001

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

APPENDIX OS

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**APPENDIX OS
(OPERATOR SERVICES)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

- 2.1.1 **Fully Automated Call Processing**

- Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

- 2.1.1.1 **SBC-10STATE** and **PACIFIC** - 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.

- 2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

- 2.1.2 **Operator-Assisted Call Processing**

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

- 3.1 **Fully Automated Call Processing** - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** - 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.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 **SBC-12STATE** - 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 without the assistance of an Operator.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

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 **SBC-13STATE** 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 **Line Status 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. Busy Line Interrupt service 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.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:
 - 4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
 - 4.1.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance

with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

- 4.1.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 **Multiple Brands**

- 4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.

- 4.1.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.

4.1.7 **Branding Load Charges**

- 4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

- 4.1.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

- 4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator

assistance switch for each subsequent change to the branding announcement.

- 4.1.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

- 5.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 CLEC will inform **SBC-13STATE**, 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. CLEC acknowledges that it is responsible to provide **SBC-13STATE** 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 CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.
- 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable OS rates as provided by CLEC.
- 5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

- 6.1 SBC-SWBT - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SBC-SWBT Operator assisted intraLATA calls. With this service, SBC-SWBT will compute the applicable charges for each message based on CLEC's schedule of rates provided to SBC-SWBT.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC-13STATE 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. CLEC must provide SBC-13STATE with the correct information to enable the transfer as required by the OSQ. CLEC 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, SBC-13STATE will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force schedule issues, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s).
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC-13STATE, CLEC 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 SBC-2STATE - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when SBC-2STATE 5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each SBC-2STATE Operator assistance switch.

- 8.3 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.
- 8.4 CLEC will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 SBC-13STATE will provide OS to CLEC's End Users in accordance with SBC-13STATE 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 SBC-13STATE agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

- 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 performance under this Appendix.

- 12.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.9 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.10 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.11 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

2.1 Where technically feasible and/or available, SBC-13STATE will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.

2.1.2 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 CLEC’s End User, utilizing an automated voice system or with operator assistance.

2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)

A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued an order that could affect SBC-12 STATE ability to offer NLS and that SBC-12STATE may have to stop providing NLS at anytime. CLEC releases SBC-12STATE from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if SBC-12STATE stops providing NLS. CLEC also agrees to indemnify, defend, and hold harmless SBC-12STATE from any and all third party claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), arising from SBC-12STATE decision to stop providing NLS.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

- 3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC's name based upon the criteria outlined below:
 - 4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
 - 4.1.3 **SBC-SWBT/SNET/SBC-AMERITECH** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.4 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
 - 4.1.6 Multiple Brands:
 - 4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all

carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.

4.1.7 Branding Load Charges:

4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.7.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.7.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.7.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

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

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a 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 CLEC will inform **SBC-13STATE**, 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. CLEC acknowledges that it is responsible to provide **SBC-13STATE** 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 CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.
- 5.1.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable DA rates as provided by CLEC.
- 5.1.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when an Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force schedule issues, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s).
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC 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 **PACIFIC/NEVADA** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when **PACIFIC/NEVADA**'s 5ACD switches are eliminated. At such time,

CLEC will be responsible for providing direct trunks to each **PACIFIC/NEVADA** Operator assistance switch.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 **SBC-13STATE** will provide DA Services to CLEC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

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

- 9.2 SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX HOSTING

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APPENDIX HOSTING**1. INTRODUCTION**

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.

1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
205-634-6370

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

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

- 1.6 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 As used herein, SBC-IL means the applicable above listed ILEC(s) doing business in Illinois.
- 1.9 As used herein, SBC-MI means the applicable above listed ILEC(s) doing business in Michigan.
- 1.10 As used herein, PACIFIC means the applicable above listed ILEC(s) doing business in California.
- 1.11 As used herein, NEVADA means the applicable above listed ILEC(s) doing business in Nevada.
- 1.12 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-7STATE and SBC-AMERITECH agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System”** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell Telephone Company (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **“In Region Hosting” (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

- 2.7 **“Intercompany Settlements”** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **“Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.9 **“Message Distribution (Transmission)”** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (**SBC-AMERITECH** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC-AMERITECH** and message which originate from **SBC-AMERITECH** and bill to CLEC. NICS messages must originate and bill within the same **SBC-AMERITECH** Company.
- 2.11 **“Non-Full Status Revenue Accounting Office (RAO)”** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. **RESPONSIBILITIES OF THE PARTIES**

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (**SBC-7STATE**) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC-AMERITECH**) Monthly Billing

- 4.1.1 Each month, **SBC-AMERITECH** shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
 - 4.1.1.2 ICS settlement processing fee
 - 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
 - 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 **SBC-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 **SBC-AMERITECH** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC must provide **SBC-AMERITECH** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has

been assigned by Telcordia Technologies (previously Bellcore). SBC-AMERITECH advise Telcordia Technologies to convert the RAO code.

- 4.1.6 CLEC subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO may continue this service using SBC-AMERITECH RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7 If access records are received from the CMDS system, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC-AMERITECH and CLEC shall send/receive data in EMI format. SBC-AMERITECH and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to SBC-AMERITECH any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC-AMERITECH and the charges therefore deducted for reimbursement amount owing to SBC-AMERITECH. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (SBC-AMERITECH) INTERCOMPANY SETTLEMENT (ICS)

- 4.2.1 SBC-AMERITECH will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1 The call must be transported by a LEC.
 - 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
 - 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 **(SBC-AMERITECH)** NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** State. For example, an alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- **SBC-AMERITECH** state, CLEC should obtain NICS agreements with the LECs in that state.

5. **BASIS OF COMPENSATION**

5.1 In **SBC-SWBT**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.

5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany

Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

- 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.
- 5.2 (**SBC-AMERITECH** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.
- 5.3 (**SBC-AMERITECH** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. **TERM OF AGREEMENT**

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening

law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier

SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

Hosting Price Schedule
SBC-AMERITECH

1. Start-Up Fee:

One year term	\$28,000
Two year term	\$20,000
Three year term	\$16,000

One time fee for enabling the **SBC-AMERITECH** billing systems to accept CLEC's data and aggregate for distribution.

2. Basic Price Components – CLEC/ILEC in Region:

A. Message distribution Fees:

1) Monthly transmission fee	\$250

B. ICS Settlement (CLEC only)

1) Monthly settlement processing fee	\$200

3. Basic Price Components – CLEC/ILEC:

A. Message distribution Fees:

1) CMDS: ICS Messages sent to or received from Bellcore CMDS (per message)	\$0.010

2) Non-CMDS: NICS Messages received from and sent to LECs hosted by SBC-12STATE. Includes the identification, formatting, and invoicing (packing) of message data (per message).	\$0.017

B) Settlement

1) NICS Billing and Collection Fee (per message)	\$0.08
2) ICS Billing and Collection Fee (per message)	\$0.05

Consulting

\$150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 04/19/01

APPENDIX PRICING
 AMERITECH/Northern Telephone Data

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly			
DIRECTORY ASSISTANCE SERVICES					
Directory Assistance Services		15.00%	15.00%		
Local Operator Assistance Service		15.00%	15.00%		
OTHER (Resale)					
DIRECTORY ASSISTANCE SERVICES					
Directory Assistance Services		15.00%	15.00%		
Local Operator Assistance Service		15.00%	15.00%		
OS/DA Reseller Branding - Initial Load Subsequent Load			\$1,800.00		
OS/DA OS/DA Reseller Branding - Per Call			\$0.025		
OS/DA Reseller Rate Reference - Initial Load			\$2,200.00		
OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load			\$1,000.00		
OTHER					
Directory Assistance					
Directory Assistance, per occurrence		\$ 0.30	NA	NA	
Directory Assistance Call Completion (DACC)		\$ 0.15	NA	NA	
Directory Assistance/National Directory Assistance, per occurrence		\$ 0.35	NA	NA	
Branding - Facility Based - Initial/Subsequent Load					
- Branding, per trunk group		NA	\$ 800.00	NA	
Directory Assistance - Facilities Based Rate Reference - Initial Load		NA	\$ 2,200.00	NA	
Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	NA	
DA Listings					
DA Listing License					
Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
- per listing for initial load		NA	\$ 0.040	NA	
- per listing for subsequent updates		NA	\$ 0.060	NA	
Option #2 Full File (all states inclusive) Billable Release					
- per listing for initial load		NA	\$ 0.020	NA	
- per listing for subsequent updates		NA	\$ 0.030	NA	
- per usage/query		NA	\$ 0.020	NA	
Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
- per listing for initial load		NA	\$ 0.050	NA	
- per listing for subsequent updates		NA	\$ 0.060	NA	
Option #4 Pick & Choose (by state) Billable Release					
- per listing for initial load		NA	\$ 0.020	NA	
- per listing for subsequent updates		NA	\$ 0.030	NA	
- per usage/query		NA	\$ 0.020	NA	
Operator Services					
Fully Automated Call Processing, per occurrence		\$ 0.15	NA	NA	
Operator Assisted Call Processing, per work second		\$ 0.02	NA	NA	
Branding - Facility Based - Initial/Subsequent Load					
- Branding, per trunk group		NA	\$ 800.00	NA	
Operator Services - Facilities Based Rate Reference - Initial Load		NA	\$ 2,200.00	NA	
Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	NA	

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT - WISCONSIN
BETWEEN
AMERITECH WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION

This Amendment to the Interconnection Agreement ("the Agreement") by and between Ameritech Wisconsin ("Ameritech") and Northern Telephone & Data Corporation ("CLEC"), which became Effective December 1, 2000, is hereby amended as follows:

- (1) A revised Schedule 9.2.3 has been added and is attached (Attachment A) hereto in its entirety.
- (2) Schedule 9.5 (Attachment B) has been amended to delete Sections 4.0, 4.1 and 4.2 in their entirety.
- (3) Pricing Schedule (Attachment C) has been amended to reflect changes.
- (4) Exhibit A – Illustrative Call Flows (Usage-Sensitive ULS-ST Rate Elements) has been added and is attached hereto in its entirety.
- (5) Merger conditions have been added (Attachment D).
- (6) This Amendment shall not modify or extend the Effective Date or Term of this Agreement or the donor Agreement.
- (7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (8) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by the Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed in triplicate on this 24th day of August, 2001, by Ameritech Wisconsin, signing by and through its duly authorized representative, and Northern Telephone & Data Corporation signing by and through its duly authorized representative.

**Northern Telephone & Data
Corporation**

By: William K. Mucci

Title: PRESIDENT

Name: William K. Mucci
(Print or Type)

Date: 1-8-01

***Ameritech Wisconsin
by SBC Telecommunications, Inc.
Its authorized agent**

By: OR Stanley

Title: President-Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: AUG 24 2001

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Section 30.6 of the Interconnection Agreement between Northern Telephone & Data Corporation and Ameritech Wisconsin.

ATTACHMENT A

SCHEDULE 9.2.3

SWITCHING CAPABILITY

1.0 LOCAL SWITCHING

1.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

1.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

1.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

1.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side), which include:

1.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

1.1.3.2 access to OS/DA and 9-1-1; and

1.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex as well as any technically feasible custom routing provided by the switch.

1.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

1.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-AMERITECH** switch to direct all CLEC traffic.

1.2.2 Vertical features, CLASS features, and other features resident in the **SBC-AMERITECH** switch providing the ULS port are available under ULS. Refer to State-specific Appendix Pricing for **SBC-AMERITECH**. Refer to state specific Appendix Pricing for **SBC-12 STATE** and Section 18 of Connecticut Service Tariff for **SNET**.

1.2.3 **SBC-AMERITECH** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such

features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in **SBC-AMERITECH**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

- 1.2.4 ULS as provided by **SBC-AMERITECH** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 1.2.5 **SBC-AMERITECH** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-AMERITECH**'s notifications regarding network congestion.
- 1.2.6 **SBC-AMERITECH** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.
- 1.2.7 **SBC-AMERITECH** will repair **SBC-AMERITECH** equipment that may adversely impact ULS.
- 1.2.8 **SBC-AMERITECH** will provide usage detail for each ULS port via a Daily Usage Feed (DUF). CLEC will be charged on a per message basis for each DUF record sent by **SBC-AMERITECH**.
- 1.2.9 **SBC-AMERITECH** will provide CLEC the functionality of blocking calls (e.g., 900 calls, toll calls) by line or trunk to the extent that **SBC-AMERITECH** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.
- 1.2.10 At SBC's discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-AMERITECH** may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving End Users with four or more voice grade lines within any territory (each an "Exception Territory") with respect to which **SBC-AMERITECH** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-AMERITECH** has satisfied each of the following conditions.
 - (a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-AMERITECH** office(s) that is both assigned to density zone 1 and is located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC's Third Report and Order and Fourth Further Notice of

Proposed Rulemaking in CC Docket 96-98 (“UNE Remand Order”); and

- (b) In the Exception Territory where **SBC-AMERITECH** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-AMERITECH** may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

1.2.10.1 In determining whether **SBC-AMERITECH** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-AMERITECH** provides to the CLEC through pre-ordering process.

1.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End User customer account with respect to which **SBC-AMERITECH** may exercise its rights under this Section.

1.3 Customized Routing

1.3.1 Subject to switch limitations, Customized Routing is available as part of ULS upon CLEC request to handle Operator Services and/or Directory Assistance and/or all traffic as required by State jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

1.4 Unbundled Local Switching Usage Sensitive Rate Element

1.4.1 Usage rates will apply to ULS on a per-minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-AMERITECH**).

1.5 Switch Ports

1.5.1 In **SBC-AMERITECH**, a Switch Port is a termination point in the end-office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

1.5.1.1 Line Switch Ports – **SBC-AMERITECH**

1.5.1.1.1 The Analog Line Port is a line-side switch connection available in either a loop or ground start signaling

configuration which is used primarily for switched voice communications.

1.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

1.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

1.5.1.1.4 ISDN Basic Rate Interface (BRI) Port is a 2-wire line-side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kbps "D" (delta) channel for signaling.

1.5.1.2 Trunk Side Switch Ports – SBC-AMERITECH

1.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk-side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

1.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk-side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data, and one 64 kbps "D" channel.

1.5.1.2.3 DS1 Trunk Port is a trunk-side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls.

1.5.2 CLEC may request additional port types from **SBC-AMERITECH** through the Bona Fide Request process. Switch ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

2. **SHARED TRANSPORT IN SBC-AMERITECH STATES**

2.1 The Unbundled Shared Transport capability of Unbundled Local Switching with Shared Transport (ULS-ST) is defined as set forth in FCC Rule 51.319.

- 2.1.1 **SBC-AMERITECH** shall provide access to unbundled shared transport only when purchased in conjunction with ULS ports that CLEC subscribe to for the purpose of delivering traffic from/to that CLEC's End Users as set forth below. Each of those ULS ports must be subscribed to under this Agreement.
- 2.1.1.1 Unbundled Local Switching is provided under Section 11 of the Appendix UNE.
- 2.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH** ULS-ST is provided on a per ULS port basis.
- 2.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.
- 2.1.2 **SBC-AMERITECH** shall provide ULS-ST on a per ULS port basis.
- 2.2 **SBC-AMERITECH** shall provide to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").
- 2.2.1 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that interoffice network, using Common Transport and Tandem Switching components of ULS-ST, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. "Common Transport" consists of the transport components of ULS-ST which are used when an Interexchange Carrier (IXC) is not directly connected to the **SBC-AMERITECH** end office switch and the traffic is routed through an **SBC-AMERITECH** tandem switch.
- 2.2.2 **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls using ULS-ST. CLEC is permitted to originate and complete End-User ULS-ST local traffic through the **SBC-AMERITECH** interoffice network to non-**SBC-AMERITECH**

switches using a transit function associated with ULS-ST ("Shared Transport-Transit").

- 2.2.3 All CLEC's local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC's traffic to non-**SBC-AMERITECH** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 2.2.4 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-AMERITECH** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 2.2.5 **SBC-AMERITECH**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-AMERITECH** network.
- 2.2.6 In providing ULS-ST, **SBC-AMERITECH** will use the existing **SBC-AMERITECH** routing tables contained in **SBC-AMERITECH** switches, as **SBC-AMERITECH** may change those tables from time to time including after CLEC purchases ULS-ST.
- 2.2.7 **SBC-AMERITECH** will provide SS7 signaling on interswitch calls originating from an ULS-ST port. CLEC will be charged for the use of the **SBC-AMERITECH** signaling on a per-call basis.

2.3 Custom Routing of OS/DA with ULS-ST

- 2.3.1 Notwithstanding Section 1.3 regarding Unbundled Local Switching, CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all of that CLECs End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.
- 2.3.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.

- 2.3.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.
- 2.3.4 CLEC will request custom OS/DA routing other than described in this Section via the Bona Fide Request process.
- 2.4 **Custom Branding of OS/DA with ULS-ST**
 - 2.4.1 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and **SBC-AMERITECH**.
- 2.5 **ULS-ST Usage-Sensitive Rating**
 - 2.5.1 **SBC-AMERITECH** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.
 - 2.5.2 **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-AMERITECH** end office or to/from a non-**SBC-AMERITECH** end office.
 - 2.5.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.
- 2.6 **Reciprocal Compensation associated with ULS-ST**
 - 2.6.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:
 - 2.6.1.1 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.

2.6.1.2 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

2.6.2 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

2.7 IntraLATA and InterLATA Toll Rate Application

2.7.1 When an ULS-ST port is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an interexchange carrier (IXC) directly connected at the **SBC-AMERITECH** end office providing that ULS-ST port, the Common Transport and Tandem Switching rates will not apply to such traffic.

2.7.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the applicable Appendix Pricing.

2.8 Application of Usage Sensitive Charges for ULS-ST

2.8.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

2.8.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

2.8.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

2.8.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

2.8.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

2.8.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

2.8.3.1 Local Calls

2.8.3.1.1 General Principles

2.8.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over SBC-AMERITECH's shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

2.8.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, SBC-AMERITECH will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

2.8.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

2.8.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in Exhibit A.

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

2.8.3.1.2.1 CLEC A (UNE) ULS-ST port originating and
SBC-AMERITECH port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2.8.3.1.2.2 SBC-AMERITECH port originating and CLEC A
(UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

SBC-AMERITECH is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T
rate)

2.8.3.1.2.3 CLEC A (UNE) port originating and CLEC B (UNE)
terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

2.8.3.1.2.4 CLEC A (UNE) port originating and CLEC A
(UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage

2.8.3.1.2.5 CLEC B (UNE) port originating and CLEC A
(UNE) port terminating

CLEC A is charged:

ULS – T Usage

2.8.3.1.2.6 CLEC (Resale services) Originating and
CLEC A (UNE) port terminating

CLEC A is charged:
ULS – T Usage

2.8.3.1.2.7 CLEC A (UNE) port originating and CLEC
(Resale services) terminating

CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T
rate)

2.8.3.1.2.8 CLEC A (UNE) port originating to CLEC
(Facilities Based Network (FBN)) terminating

CLEC A is charged:
(1) ULS – O Usage

Blended Transport Usage
SS7 Signaling

2.8.3.1.2.9 CLEC (FBN) Originating to CLEC A (UNE)
Terminating

CLEC A is charged:
ULS – T Usage

2.8.3.2 IntraLATA and InterLATA Toll Calls

2.8.3.2.1 General Principles

2.8.3.2.1.1 IntraLATA calls from CLEC ULS-ST ports
will be routed to the originating End User's
IntraLATA Primary Interexchange Carrier
(LPIC) choice. When a "1+" interLATA call
is initiated from an ULS-ST port, it will be
routed to the End User's interLATA (PIC)
choice.

2.8.3.2.1.2 When an intraLATA or interLATA toll call
originates from a CLEC ULS-ST port, SBC-
AMERITECH will not charge originating
access charges to CLEC or the IXC except

that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

2.8.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, SBC-AMERITECH will not charge terminating access to CLEC or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

2.8.3.2.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in Exhibit A.

2.8.3.2.2.1 CLEC A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:

ULS – O Usage

SS7 Signaling

If call is routed to IXC POP via SBC-AMERITECH Tandem—

CLEC A is charged:

ULS – O Usage

SS7 Signaling

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

2.8.3.2.2.2 IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:

ULS – T Usage

If call is routed from IXC POP via SBC-AMERITECH Tandem—

CLEC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

2.8.3.3 Toll Free Calls

2.8.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

2.8.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** “Success 800” subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using **SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider

ATTACHMENT B

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Requesting Carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the first sentence of this Section 1.2, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface between 5:30 a.m. and 10:30 p.m. (CST) Monday through Friday and 5:30 a.m. to 6:00 p.m. (CST) Saturday. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "Unbundling Ordering Center") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of a Firm Order Confirmation to Requesting Carrier as specified in this Schedule 9.5.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "Network Element Control Center" or "NECC") for all provisioning, maintenance, repair, and cutover coordination. Ameritech shall provide Requesting Carrier a telephone number for the NECC (operational from 6:30 a.m. to 12:00 a.m. CST Monday through Friday). Out of hours maintenance questions are handled by a "Fold Down Center."

- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 When requested by Requesting Carrier, Ameritech will schedule installation appointments with Ameritech's representative on the line with Requesting Carrier's representative until Requesting Carrier has access to Ameritech's scheduling system.
- 1.7 Ameritech will provide Requesting Carrier with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Requesting Carrier's ordered Network Elements features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.8 If an order is submitted to Ameritech electronically, Ameritech will provide Requesting Carrier (unless otherwise notified by Requesting Carrier) upon completion of that order a completed order confirmation that states when that order was completed.
- 1.9 Ameritech will perform pre-testing of Network Elements in accordance with Ameritech's standards. At Requesting Carrier's request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.
- 1.10 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.11 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.12 Within twenty-four (24) hours of Requesting Carrier's request, Ameritech will perform cooperative testing with Requesting Carrier (including trouble shooting to isolate any problems) to test Network Elements purchased by Requesting Carrier in order to identify any performance problems.

- 1.13 Subject to Article IX, Network Elements will be provisioned with a combination of customer-specific and bulk orders as specified by Requesting Carrier.
- 1.14 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions. Requesting Carrier shall compensate Ameritech for the costs incurred to provide such distance extensions.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393

HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. Within forty eight (48) hours of Ameritech’s receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Committed Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Committed Due Date, a scheduled conversion date and time (the **“Scheduled Conversion Time”**) in the **“A.M.”** (12:00 midnight to 12:00 noon) or **“P.M.”** (12:00 noon to 12:00 midnight) (as applicable, the **“Conversion Window”**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **“New Conversion Time”**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for Requesting Carrier dial-tone (**“Dial Tone Test”**) at Ameritech’s MDF for Requesting Carrier’s Virtual Collocated equipment or Physical Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable).

Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall recover from Requesting Carrier for Dial Tone Test on a time and materials basis any costs (as defined in Section 252(d) of the Act) for providing such Dial Tone Test.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech Unbundling Service Center (“USC”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Network Interface Device Capability.

3.1 Ameritech will provide Requesting Carrier access to NIDs in a manner that will permit Requesting Carrier to connect its loop facilities to the Customer’s inside wiring through Ameritech’s NID, as required. Requesting Carrier shall establish this connection through an adjoining NID provided by Requesting Carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Requesting Carrier may access the Customer’s inside wire by any of the following means:

- (a) (Where an adequate length of inside wire is present and environmental conditions permit, Requesting Carrier may remove the inside wire from Ameritech’s NID and connect that wire to Requesting Carrier’s NID;
- (b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;
- (c) Enter Ameritech’s loop terminal enclosure located at a multiple dwelling unit (“MDU”) for the purpose of accessing Customer premises inside wire and extending such wire to Requesting Carrier’s own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Requesting Carrier, its agent, the building owner or the Customer).

To the extent that Ameritech completes any of the work described in this **Section 3.2**, Ameritech shall bill the time and materials charges associated with such work to the party that requested such work (i.e., Requesting Carrier, its agent, the building owner or the Customer).

3.3 In no case shall Requesting Carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.4 In no case shall Requesting Carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.5 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.6 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Requesting Carrier to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

4.0 DELETED

4.1 DELETED

4.2 DELETED

4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request ("ASR") which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Requesting Carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Requesting Carrier on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

5.0 Interoffice Transmission Facilities.

Ameritech shall:

5.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, Requesting Carrier to connect such interoffice facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

5.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech's signaling network for each of Requesting Carrier's switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Requesting Carrier's switch to Ameritech's STP, or linking Requesting Carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to

STPs, (ii) permit direct linkage of Requesting Carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;
- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has

linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

6.3 Service Management Systems.

6.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide Requesting Carrier equivalent access to the SMS to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Requesting Carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by Requesting Carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with

respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 Operations Support Systems Functions

7.1 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use the, Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Requesting Carrier access to and Requesting Carrier shall use the functionality of any internal gateway systems Ameritech employs in performing the OSS functions described in Schedule 9.2.6 for its own Customers. A "gateway system" means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of such OSS functions.

8.0 Operator Services and Directory Services.

8.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to Requesting Carrier as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for Requesting Carrier, so Requesting Carrier can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.12 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services.

8.13 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information.

8.13.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

8.15 Branding: Re-branding is available as follows:

(a) (Mechanized front-end branding is available for all manual and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of such separate agreement.

8.17 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

ATTACHMENT C

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 ULS Exhibit B
 02/07/01

APPENDIX PRICING
 AMERITECH/Northern Telephone and Data

WISCONSIN	AIT Generic Rates	
	AIT RECURRING	AIT NON-REC.
	Monthly	
<u>UNBUNDLED NETWORK ELEMENTS</u>		
<u>Unbundled Local Switching</u>		
ULS Usage, per Originating or Terminating MOU (statewide)	USAGE \$ 0.001319	NA NA
Daily Usage Feed (DUF), per message	PER MESSAGE \$ 0.000940	NA NA
Customized Routing per Line Class Code, per switch	NA	\$ 218.98
Billing Establishment, per CLEC, per switch	NA	NA N/A
Service Coordination Fee, per CLEC bill, per switch	\$ 1.16	N/A N/A
<u>Unbundled Local Switching with Shared Transport</u>		
ULS-Usage for ULS-ST, per Originating & Terminating MOU	USAGE \$ 0.001319	N/A
ULS-ST Blended Transport MOU	\$ 0.001662	N/A
ULS-ST Reciprocal Compensation MOU	\$ 0.001319	N/A
ULS-ST Common Transport MOU	\$ 0.001072	N/A
ULS-ST Tandem Switching MOU	\$ 0.000291	N/A
SS7 Signaling Transport associated with ULS-ST	PER MESSAGE \$ 0.000055	N/A
Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	NA	\$ 120.51
<u>Port Charge Per Month</u>		
Analog Line Port	\$ 6.25	\$ 54.27 N/A
Analog Residence Only Line Port (Wisconsin Only)	\$ 3.71	\$ 54.27 N/A
Ground Start Port	\$ 6.88	\$ 54.27 N/A
Analog DID Trunk Port	\$ 13.84	\$ 54.27 N/A
ISDN BRI Port	\$ 34.17	\$ 54.27 N/A
ISDN PRI Port	\$ 172.28	\$ 675.82 N/A
Digital Trunking Trunk Port	\$ 112.14	\$ 675.82 N/A
DS1 Trunk Port	\$ 110.06	\$ 675.82 N/A
Centrex Basic Line Port	\$ 10.83	\$ 54.27 N/A
Centrex ISDN BRI Port	\$ 55.38	\$ 54.27 N/A
Centrex EKL Line Port	\$ 33.21	\$ 54.27 N/A
Centrex Attendant Console Line Port	\$ 107.02	\$ 108.54 N/A
<u>Port Non-Recurring Charges</u>		
Service Order - Line Port, per occasion	NA	\$ 17.66 N/A
Service Order - Trunk Port, per occasion	NA	\$ 348.43 N/A
Service Order - Record Order, per occasion	NA	\$ 15.34 N/A
Conversion from one port type to another, per each port changed	NA	\$ 50.60 N/A
<u>Unbundled Switch Port - Vertical Features</u>		
<u>Analog Line Port Features (per feature per port):</u>		
Call Waiting	\$ -	
Call Forwarding Variable	\$ -	
Call Forwarding Busy Line	\$ -	
Call Forwarding Don't Answer	\$ -	
Three-Way Calling	\$ -	
Speed Calling - 8	\$ -	
Speed Calling - 30	\$ -	
Auto Callback/Auto Redial	\$ -	
Distinctive Ring/Priority Call	\$ -	
Selective Call Rejection/Call Blocker	\$ -	
Auto Recall/Call Return	\$ -	
Selective Call Forwarding	\$ -	
Calling Number Delivery	\$ -	
Calling Name Delivery	\$ -	
Calling Number/Name Blocking	\$ -	
Anonymous Call Rejection (to date only available in Texas)	\$ -	
Remote Access to Call Forwarding (RACF)	\$ -	
<u>Analog Line Port Features:</u>		
Personalized Ring (per arrangement per port)	\$ -	
Hunting Arrangement (per arrangement)	\$ -	

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 ULS Exhibit B
 02/07/01

APPENDIX PRICING
 AMERITECH/Northern Telephone and Data

WISCONSIN	AIT Generic Rates	
	AIT RECURRING	AIT NON-REC.
	Monthly	
ISDN BRI Port Features (per B Channel, unless noted)		
CSV/CSD per ISDN BRI port (required/provided)	\$ -	
Basic Electronic Key Terminal Service (EKTS)		
Basic EKTS provides:		
Bridged Call Exclusion		
Bridging		
Call Forwarding Don't Answer		
Call Forwarding Interface Busy		
Call Forwarding Variable		
Message Waiting Indicator		
Speed Call (Long)		
Speed Call (Short)		
Three-way Conference Calling		
Call Appearance Call Handling (CACH) EKTS		
CACH EKTS includes:		
Additional Call Offering (inherent)		
Bridged Call Exclusion		
Bridging		
Call Forwarding Don't Answer		
Call Forwarding Interface Busy		
Call Forwarding Variable		
Intercom		
Key System Coverage for Analog Lines		
Message Waiting Indicator		
Speed Call (Long)		
Speed Call (Short)		
Three-way Conference Calling		
Basic individual features:		
Additional Call Offering		
Call Forwarding Don't Answer		
Call Forwarding Interface Busy		
Call Forwarding Variable		
Calling Number Delivery		
Hunt Group for CSD		
Hunt Group for CSV		
Message Waiting Indicator		
Secondary Only Telephone Number		
Three Way Conference Calling		
ISDN PRI Port Features		
Backup D Channel		
Calling Number Delivery		
Dynamic Channel Allocation		
DID #s - see Analog DID Trunk Port Features		
Analog Trunk Port Features (per feature per port)		
DID #s - per telephone number	\$ 0.01	
DS1 Digital Trunk Port Features (per feature per port)		
DID #s - see Analog DID Trunk Port Features		
Unbundled Centrex System Options		
System Initial Establishment per Serving Office - Analog Only	NA	\$ 469.62 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	\$ 469.62 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	\$ 469.62 NA
System Subsequent Change per Serving Office - Analog only system	NA	\$ 62.40 NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	\$ 62.40 NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA	\$ 62.40 NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA	NA NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA	NA NA
Analog Line Port (ALP) Features for Unbundled Centrex		
Standard feature initialization per Analog Line Port	\$	\$ 228.75

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 ULS Exhibit B
 02/07/01

APPENDIX PRICING
 AMERITECH/Northern Telephone and Data

WISCONSIN	AIT Generic Rates	
	AIT RECURRING	AIT NON-REC.
	Monthly	
Individual Features (per feature per port):	\$ 374.80	NA
Automatic Callback Calling/Business Group Callback		
Call Forwarding Variable/Business Group Call Forwarding Variable		
Call Forwarding Busy Line		
Call Forwarding Don't Answer		
Call Hold		
Call Pickup		
Call Transfer - All Calls		
Call Waiting - Intragroup/Business Group Call Waiting		
Call Waiting - Originating		
Call Waiting - Terminating		
Class of Service Restriction - Fully Restricted		
Class of Service Restriction - Semi Restricted		
Class of Service Restriction - Toll Restricted		
Consultation Hold		
Dial Call Waiting		
Directed Call Pickup - Non Barge In		
Directed Call Pickup - With Barge In		
Distinctive Ringing and Call Waiting Tone		
Hunting Arrangement - Basic		
Hunting Arrangement - Circular		
Speed Calling Personal (short list)		
Three Way Calling		
ISDN BRI Port Features for Unbundled Centrex		
Circuit Switched Voice (CSV)/(CSD) per BRI		
Standard feature initialization per Centrex System	\$ 374.80	NA
Individual features (per feature per B Channel)		
Additional Call Offering for CSV		
Automatic Callback Calling		
Call Forwarding Busy Line		
Call Forwarding Don't Answer		
Call Forwarding Variable		
Call Hold		
Call Pickup		
Call Transfer - All Calls		
Class of Service Restriction - Fully Restricted		
Class of Service Restriction - Semi Restricted		
Class of Service Restriction - Toll Restricted		
Consultation Hold		
Dial Call Waiting		
Directed Call Pickup - Non Barge In		
Directed Call Pickup - With Barge In		
Distinctive Ringing		
Hunting Arrangement - Basic		
Hunting Arrangement - Circular		
Speed Calling Personal (short list)		
Three Way Calling		
Custom Access Treatment Code (TX only)		
Denied Origination (TX only)		
Denied Termination (TX only)		
Intercom Dialing (TX only)		

EXHIBIT A

EXHIBIT A

ILLUSTRATIVE CALL FLOWS (USAGE-SENSITIVE ULS-ST RATE ELEMENTS)

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. CLEC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signalling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

SBC-AMERITECH is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
7. CLEC A (UNE) port originating and CLEC (Resale services) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)
8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
9. CLEC (FBN) Originating to CLEC A (UNE) Terminating
CLEC A is charged:
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC
If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – O Usage
SS7 Signaling

If call is routed to IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:

ULS – O Usage
SS7 Signaling

ULS-ST Common Transport Usage
ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:

ULS – T Usage

If call is routed from IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

ATTACHMENT D

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
 - 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
 - 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. INTENTIONALLY LEFT BLANK

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. INTENTIONALLY LEFT BLANK

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such

service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 SBC-13STATE will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When SBC-13STATE provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate SBC-13STATE for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, SBC-13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, SBC-13STATE's provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, SBC-13STATE's provision and CLEC's payment will be at the price level of an

analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. INTENTIONALLY LEFT BLANK

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or

modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC-13STATE after the date of such termination or order or finding. Thereafter, SBC-13STATE's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

- 14.1 Beginning on October 9, 2000, SBC-AMERITECH no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

- 15.1 SBC-AMERITECH will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 SBC-AMERITECH will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

- 15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with SBC-13 STATE hereby certifies to SBC-13STATE and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
XDSL Promotion				
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)		N/A	N/A	
Zone 1 - Rural		N/A	N/A	
Zone 2 - Suburban		N/A	N/A	
Zone 3 - Urban		N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A	
Zone 1 - Rural		N/A	N/A	

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			\$ 8.17	See NRC Prices Below	
Zone 2 - Suburban			\$ 8.17	See NRC Prices Below	
Zone 3 - Urban			\$ 8.17	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			\$ 18.33	See NRC Prices Below	
Zone 2 - Suburban			\$ 18.33	See NRC Prices Below	
Zone 3 - Urban			\$ 18.33	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban		N/A	N/A	
Zone 3 - Urban		N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology		N/A	N/A	
Zone 1 - Rural		\$ 8.17	See NRC Prices Below	
Zone 2 - Suburban		\$ 8.17	See NRC Prices Below	
Zone 3 - Urban		\$ 8.17	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable		N/A	N/A	
Zone 1 - Rural		N/A	N/A	
Zone 2 - Suburban		N/A	N/A	
Zone 3 - Urban		N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology		N/A	N/A	
Zone 1 - Rural		N/A	N/A	
Zone 2 - Suburban		N/A	N/A	
Zone 3 - Urban		N/A	N/A	

Wisconsin Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge			\$ 12.38	
Loop Connection Charge			\$ 30.08	
# UNE-P Promotion		N/A	N/A	
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop				
2-Wire Analog Loop	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

LIST OF SCHEDULES

SCHEDULE 1.2	DEFINITIONS
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE
SCHEDULE 2.2	BONA FIDE REQUEST
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE
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SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE ACTIVITIES
SCHEDULE 10.1	RESALE SERVICES
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SCHEDULE 10.11.2	PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS
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SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY
SCHEDULE 12.3	NON-STANDARD COLLOCATION REQUEST
SCHEDULE 12.9.1	PHYSICAL COLLOCATION SPACE RESERVATION
SCHEDULE 12.9.3	COLLOCATION CAPACITY PLANNING
SCHEDULE 12.12	DELIVERY OF COLLOCATED SPACE
SCHEDULE 12.15	COMMON REQUIREMENTS
SCHEDULE 12.16	ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION
PRICING SCHEDULE	
SCHEDULE 9.2.3	SWITCHING CAPABILITY-----ADDED 03/01
EXHIBIT A	ILLUSTRATIVE CALL FLOWS (USAGE-SENSITIVE ULS-ST RATE ELEMENTS)-----ADDED 03/01
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS---AMENDED 03/01
PRICING SCHEDULE	-----AMENDED 03/01
APPENDIX MERGER CONDITIONS	-----ADDED 03/01

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION**

This Amendment is being entered into by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Northern Telephone & Data Corporation ("CLEC").

WHEREAS, on July 9, 2003, the PSC-WI issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established and discussed a number of network element rates and rate elements; and

WHEREAS, the PSC-WI issued an order ("187 Order") in Docket No. 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSC-WI issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement; and

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order; and

WHEREAS, the FCC's Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004) ("FCC Interim Order") affected the timing of certain unbundled rate changes; and

WHEREAS, AT&T Wisconsin and CLEC wish to amend their agreement to accurately reflect the changes of law and network element rate charges described in these various order;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the rates, terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law and applicable state commission rate decisions:

1. AMENDMENT TO THE AGREEMENT

1.1 The Agreement is hereby amended as follows:

1.1.1 To effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, and by the FCC in the FCC Orders, the Agreement is amended to add the attached Appendix Pricing Schedule.

1.1.2 Certain rates in the Appendix Pricing Schedule apply as of March 11, 2005. However, the parties recognize that, in accordance with the Agreement, the UNE Compliance Order, the 187 Order, the Category 3 Order, and the FCC's Interim Order, many of these rates have retroactive applicability and therefore, AT&T Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. AT&T Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by a prior amendment; however, for purposes of completeness and convenience they are described again herein, this Amendment shall supersede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames and rate elements affected are described below:

1.1.2.1 Rate elements applicable to DS1 Loops – the rates approved by the PSC-WI in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through

March 10, 2005. Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSC-WI in the 187 Order took effect.

- 1.1.2.2 Rate elements on Loops with capacities less than DS1 – the rates for these elements approved by the PSC-WI in its UNE Compliance Order as modified by the Category 3 Order, apply from May 21, 2002 through October 12, 2004. The rates for these elements that were adopted by the PSC-WI in the 187 Order apply to the period following October 12, 2004.
- 1.1.2.3 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is \$0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLEC has an option to elect either Option 1 - a \$0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a \$0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If CLEC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. CLEC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if CLEC fails to make an election, CLEC will be assigned the default choice of Option 1. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection – In accordance with the options described in section 1.1.2.3, CLEC hereby elects:

_____ Option 1 (\$0.16 charge for unlimited conversions)

X Option 2 (\$0.10 charge for a maximum of 15 conversions per 12 mos)

- 1.1.2.4 UNE Compliance Order elements – When AT&T Wisconsin initially implemented the rate elements from the UNE Compliance Order in 2003, NTD did not amend its agreement to include the rates approved by the Commission in the UNE Compliance Order. Except as otherwise provided herein, or in the attached Appendix Pricing Schedule the parties acknowledge that AT&T Wisconsin has been charging NTD the rates approved in the UNE Compliance Order, with effective dates as provided in that order. The parties further acknowledge and agree that AT&T Wisconsin has provided NTD all applicable retroactive payments associated with the rate changes adopted by the PSC-WI, as provided in the UNE Compliance Order. The attached Appendix Price Schedule includes the rates approved in the UNE Compliance Order to the extent that those rates have not been subsequently modified by subsequent PSC-WI or FCC order, in which case the Appendix Pricing Schedule includes the currently effective rates.
2. The Agreement is amended to replace the Pricing Schedule of the Agreement in its entirety with the Appendix Pricing Schedule, which is attached hereto and incorporated herein by this reference.
3. To the extent the underlying Agreement does not contain terms and conditions for product(s)/service(s) listed in the Appendix Pricing Schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such product(s)/service(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such product(s)/service(s).
4. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Wisconsin's right to exercise its option at any time to adopt on a date specified by AT&T Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

8. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin (PSC-WI) and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 2nd day of January, 2007 by the Parties, signing by and through their duly authorized representatives

Northern Telephone & Data Corporation

By: [Signature]

Printed: William K Miller

Title: President
(Print or Type)

Date: 12-20-06

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

By: [Signature]

Printed: Mike Auinbauh

Title: AVP - Project + Service Management

Date: 1-2-2007

FACILITIES-BASED OCN # 1519

ACNA NDT

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring		AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1	<u>NETWORK ELEMENTS</u>							
2	<u>Loops</u>							
3		2-Wire Analog - Rural (Access Area C)		U2HXC	\$ 16.02	\$ 15.96	See NRC Prices Below	
4		2-Wire Analog - Suburban (Access Area B)		U2HXB	\$ 13.33	\$ 13.27	See NRC Prices Below	
5		2-Wire Analog - Metro (Access Area A)		U2HXA	\$ 11.69	\$ 11.63	See NRC Prices Below	
6		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	\$ 17.34	\$ 17.28	See NRC Prices Below	
7		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	\$ 14.44	\$ 14.38	See NRC Prices Below	
8		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	\$ 12.26	\$ 12.20	See NRC Prices Below	
9		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	\$ 17.34	\$ 17.28	See NRC Prices Below	
10		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	\$ 14.44	\$ 14.38	See NRC Prices Below	
11		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	\$ 12.26	\$ 12.20	See NRC Prices Below	
12		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	\$ 17.73	\$ 17.67	See NRC Prices Below	
13		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	\$ 14.80	\$ 14.74	See NRC Prices Below	
14		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	\$ 12.55	\$ 12.49	See NRC Prices Below	
15		2-Wire EKL - Rural (Access Area C)		U2KXC	\$ 21.17	\$ 21.11	See NRC Prices Below	
16		2-Wire EKL - Suburban (Access Area B)		U2KXB	\$ 17.99	\$ 17.93	See NRC Prices Below	
17		2-Wire EKL - Metro (Access Area A)		U2KXA	\$ 15.08	\$ 15.02	See NRC Prices Below	
18		4-Wire Analog - Rural (Access Area C)		U4HXC	\$ 38.61	\$ 38.55	See NRC Prices Below	
19		4-Wire Analog - Suburban (Access Area B)		U4HXB	\$ 32.52	\$ 32.46	See NRC Prices Below	
20		4-Wire Analog - Metro (Access Area A)		U4HXA	\$ 27.37	\$ 27.31	See NRC Prices Below	
21		2-Wire Digital - Rural (Access Area C)		U2QXC	\$ 21.99	\$ 21.93	See NRC Prices Below	
22		2-Wire Digital - Suburban (Access Area B)		U2QXB	\$ 18.39	\$ 18.33	See NRC Prices Below	
23		2-Wire Digital - Metro (Access Area A)		U2QXA	\$ 15.55	\$ 15.49	See NRC Prices Below	
24		DS1 Loop - Rural (Access Area C)		4U1XC	\$ 52.82	\$ 52.76	See NRC Prices Below	
25		DS1 Loop - Suburban (Access Area B)		4U1XB	\$ 54.41	\$ 54.35	See NRC Prices Below	
26		DS1 Loop - Metro (Access Area A)		4U1XA	\$ 45.11	\$ 45.05	See NRC Prices Below	
27		DS3 Loop - Rural (Access Area C)		U4D3C	\$ 545.69	\$ 545.69	See NRC Prices Below	
28		DS3 Loop - Suburban (Access Area B)		U4D3B	\$ 528.88	\$ 528.88	See NRC Prices Below	
29		DS3 Loop - Metro (Access Area A)		U4D3A	\$ 438.33	\$ 438.33	See NRC Prices Below	
30								
31								
32		Service Coord. Fee per account, per CO			\$ 1.77	\$ 1.77		
33								
34	<u>DSL Capable Loops</u>							
35		2-Wire xDSL Loop						
36		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		2SLA3	\$ 13.33	\$ 13.27	See NRC Prices Below	
37		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		2SLA2	\$ 12.33	\$ 12.27	See NRC Prices Below	
38		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		2SLA1	\$ 11.85	\$ 11.79	See NRC Prices Below	
39								
40		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		2SLC3	\$ 13.33	\$ 13.27	See NRC Prices Below	
41		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		2SLC2	\$ 12.33	\$ 12.27	See NRC Prices Below	
42		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		2SLC1	\$ 11.85	\$ 11.79	See NRC Prices Below	
43								
44		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		2SLB3	\$ 13.33	\$ 13.27	See NRC Prices Below	
45		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		2SLB2	\$ 12.33	\$ 12.27	See NRC Prices Below	
46		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		2SLB1	\$ 11.85	\$ 11.79	See NRC Prices Below	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
47								
48			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	\$ 13.27	See NRC Prices Below	
49			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	\$ 12.27	See NRC Prices Below	
50			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	\$ 11.79	See NRC Prices Below	
51								
52			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	\$ 13.27	See NRC Prices Below	
53			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	\$ 12.27	See NRC Prices Below	
54			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	\$ 11.79	See NRC Prices Below	
55								
56			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	\$ 13.27	See NRC Prices Below	
57			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	\$ 12.27	See NRC Prices Below	
58			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	\$ 11.79	See NRC Prices Below	
59			4-Wire xDSL Loop					
60			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	\$ 24.47	See NRC prices below	
61			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	\$ 22.36	See NRC prices below	
62			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	\$ 21.19	See NRC prices below	
63								
64								
65			ISDL Capable Loop					
66			ISDL Loop Access Area C - Rural	UY5FC	\$ 21.99	\$ 21.93	See NRC Prices Below	
67			ISDL Loop Access Area B - Suburban	UY5FB	\$ 18.39	\$ 18.33	See NRC Prices Below	
68			ISDL Loop Access Area A - Metro	UY5FA	\$ 15.55	\$ 15.49	See NRC Prices Below	
69								
70			Loop Qualification Process					
71			Loop Qualification Process - Mechanized	NR98U	N/A	N/A	\$ 0.10	N/A
72			Loop Qualification Process - Manual	NRBXU	N/A	N/A	\$ 26.12	N/A
73			DSL Conditioning Options - >12KFT and < 17.5KFT*					
74			Removal of Repeater Options	NRBXV	N/A	N/A	\$0.00	N/A
75			Removal Bridged Tap Option	NRBXW	N/A	N/A	\$0.00	N/A
76			Removal of Load Coil	NRBXZ	N/A	N/A	\$0.00	N/A
77			DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT*					
78			Removal of Repeater Options	NRBNL	N/A	N/A	\$0.00	N/A
79			Removal Bridged Tap Option	NRBNK	N/A	N/A	\$0.00	N/A
80			Removal of Load Coil	NRBNJ	N/A	N/A	\$0.00	N/A
81								
82			Removal of All or NON-Excessive Bridged Tap (RABT) - MMP*					
83			Removal of All or non-excessive bridged tap DSL loops >10Kft. And <17.5Kft.	NRM RJ	N/A	N/A	\$0.00	
84			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	N/A	N/A	\$0.00	
85			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRM RS	N/A	N/A	\$0.00	
86			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	N/A	N/A	\$0.00	
87								
88			* IN Wisconsin only, if CLEC has incorporated the UNE Loop rates from PSCW Docket 6720-TI-187 into this Agreement, the non-recurring conditioning rates for					
89			Wisconsin set forth herein above shall be eliminated and AT&T Wisconsin shall cease to bill and collect for such rates.					
90								
91			Loop Non-Recurring Charges					

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT WI/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
92		Bus Service Order - Establish	SEPUP			\$ 0.07	
93		Bus Service Order - Establish - Disconnect	NR9OE			\$ 0.04	
94		Bus Service Order - Add/Change	REAH9			\$ 0.07	
95		Bus Line Connection - Stand alone UNE loop	SEPUC			\$ 30.64	
96		Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG			\$ 3.86	
97		Bux Line Connection Add/Change	REAH5			\$ 30.64	
98		Bus Record Work Only	NR9UP			\$ 0.04	
99		Res Service Order - Establish	SEPUP			\$ 0.07	
100		Res Service Order - Establish - Disconnect	NR9OE			\$ 0.04	
101		Res Service Order - Add/Change	REAH9			\$ 0.07	
102		Res Line Connection	SEPUC			\$ 30.64	
103		Res Line Connection - Disconnect	NR9OG			\$ 3.86	
104		Res Line Connection Add/Change	REAH5			\$ 30.64	
105		Res Record Work Only	NR9UP			\$ 0.04	
106							
107		DS1 Loop Non-Recurring Charges					
108	/*	Administrative Charge - per order	NR9OR			\$ 138.62	
109	/*	Administrative Charge - per order - Disconnect	NR9OT			\$ 55.72	
110	/*	Design & Central Office Connection Charge-per circuit	NR9OU			\$ 433.60	
111	/*	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV			\$ 81.11	
112	/*	Customer Connection Charge per Termination	NR9OW			\$ 179.90	
113							
114		DS3 Loop Non-Recurring Charges					
115	/*	Administrative Charge - per order	NR9OY	N/A	N/A	\$ 83.66	N/A
116	/*	Administrative Charge - Disconnect Order	NR9OZ	NA	NA	\$ 39.93	
117	/*	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	N/A	\$ 587.70	N/A
118	/*	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	NA	\$ 82.92	
119	/*	Customer Connection Charge per Termination	NR9O3	N/A	N/A	\$ 197.18	N/A
120		*Per the PSC-WI July 9, 2003 UNE Compliance Order, the Parties acknowledge that these are interim rates subject to negotiation and/or dispute resolution and, based upon the results of such negotiation and/or dispute resolution between the Parties, shall be retroactively adjusted to December 1, 2006.					
121							
122		SUB-LOOPS					
123		ECS to SAI sub-loop					
123		2 Wire Analog - area A	PENDING	\$ 1.28	\$ 1.28	See NRC prices below	
124		2 Wire Analog - area B	PENDING	\$ 1.20	\$ 1.20	See NRC prices below	
125		2 Wire Analog - area C	PENDING	\$ 1.16	\$ 1.16	See NRC prices below	
126		4 Wire Analog - area A	PENDING	\$ 2.55	\$ 2.55	See NRC prices below	
127		4 Wire Analog - area B	PENDING	\$ 2.37	\$ 2.37	See NRC prices below	
128		4 Wire Analog - area C	PENDING	\$ 2.29	\$ 2.29	See NRC prices below	
129		2 Wire DSL Compatible - area A	PENDING	\$ 1.28	\$ 1.28	See NRC prices below	
130		2 Wire DSL Compatible- area B	PENDING	\$ 1.20	\$ 1.20	See NRC prices below	
131		2 Wire DSL Compatible - area C	PENDING	\$ 1.16	\$ 1.16	See NRC prices below	
132		4 Wire DSL Compatible - area A	PENDING	\$ 2.55	\$ 2.55	See NRC prices below	
133		4 Wire DSL Compatible- area B	PENDING	\$ 2.37	\$ 2.37	See NRC prices below	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
134			4 Wire DSL Compatible- area C	PENDING	\$ 2.29	\$ 2.29	See NRC prices below	
135			ECS to Terminal sub-loop					
136			2 Wire Analog - area A	PENDING	\$ 5.05	\$ 5.05	See NRC prices below	
137			2 Wire Analog - area B	PENDING	\$ 6.05	\$ 6.05	See NRC prices below	
138			2 Wire Analog - area C	PENDING	\$ 9.79	\$ 9.79	See NRC prices below	
139			4 Wire Analog - area A	PENDING	\$ 10.09	\$ 10.09	See NRC prices below	
140			4 Wire Analog - area B	PENDING	\$ 12.05	\$ 12.05	See NRC prices below	
141			4 Wire Analog - area C	PENDING	\$ 19.54	\$ 19.54	See NRC prices below	
142			2 Wire DSL Compatible - area A	PENDING	\$ 5.05	\$ 5.05	See NRC prices below	
143			2 Wire DSL Compatible- area B	PENDING	\$ 6.05	\$ 6.05	See NRC prices below	
144			2 Wire DSL Compatible - area C	PENDING	\$ 9.79	\$ 9.79	See NRC prices below	
145			4 Wire DSL Compatible - area A	PENDING	\$ 10.09	\$ 10.09	See NRC prices below	
146			4 Wire DSL Compatible- area B	PENDING	\$ 12.05	\$ 12.05	See NRC prices below	
147			4 Wire DSL Compatible- area C	PENDING	\$ 19.54	\$ 19.54	See NRC prices below	
148			ECS to NID sub-loop					
149			2 Wire Analog - area A	PENDING	\$ 5.80	\$ 5.80	See NRC prices below	
150			2 Wire Analog - area B	PENDING	\$ 6.81	\$ 6.81	See NRC prices below	
151			2 Wire Analog - area C	PENDING	\$ 10.62	\$ 10.62	See NRC prices below	
152			4 Wire Analog - area A	PENDING	\$ 11.56	\$ 11.56	See NRC prices below	
153			4 Wire Analog - area B	PENDING	\$ 13.56	\$ 13.56	See NRC prices below	
154			4 Wire Analog - area C	PENDING	\$ 21.22	\$ 21.22	See NRC prices below	
155			2 Wire DSL Compatible - area A	PENDING	\$ 5.80	\$ 5.80	See NRC prices below	
156			2 Wire DSL Compatible- area B	PENDING	\$ 6.81	\$ 6.81	See NRC prices below	
157			2 Wire DSL Compatible - area C	PENDING	\$ 10.62	\$ 10.62	See NRC prices below	
158			4 Wire DSL Compatible - area A	PENDING	\$ 11.56	\$ 11.56	See NRC prices below	
159			4 Wire DSL Compatible- area B	PENDING	\$ 13.56	\$ 13.56	See NRC prices below	
160			4 Wire DSL Compatible- area C	PENDING	\$ 21.22	\$ 21.22	See NRC prices below	
161			SAI to Terminal sub-loop					
162			2 Wire Analog - area A	PENDING	\$ 4.88	\$ 4.88	See NRC prices below	
163			2 Wire Analog - area B	PENDING	\$ 5.83	\$ 5.83	See NRC prices below	
164			2 Wire Analog - area C	PENDING	\$ 9.66	\$ 9.66	See NRC prices below	
165			4 Wire Analog - area A	PENDING	\$ 9.75	\$ 9.75	See NRC prices below	
166			4 Wire Analog - area B	PENDING	\$ 11.66	\$ 11.66	See NRC prices below	
167			4 Wire Analog - area C	PENDING	\$ 19.29	\$ 19.29	See NRC prices below	
168			2 Wire DSL Compatible - area A	PENDING	\$ 4.88	\$ 4.88	See NRC prices below	
169			2 Wire DSL Compatible- area B	PENDING	\$ 5.83	\$ 5.83	See NRC prices below	
170			2 Wire DSL Compatible - area C	PENDING	\$ 9.66	\$ 9.66	See NRC prices below	
171			4 Wire DSL Compatible - area A	PENDING	\$ 9.75	\$ 9.75	See NRC prices below	
172			4 Wire DSL Compatible- area B	PENDING	\$ 11.66	\$ 11.66	See NRC prices below	
173			4 Wire DSL Compatible- area C	PENDING	\$ 19.29	\$ 19.29	See NRC prices below	
174			SAI to NID sub-loop					
175			2 Wire Analog - area A	PENDING	\$ 5.61	\$ 5.61	See NRC prices below	
176			2 Wire Analog - area B	PENDING	\$ 6.61	\$ 6.61	See NRC prices below	
177			2 Wire Analog - area C	PENDING	\$ 10.49	\$ 10.49	See NRC prices below	
178			4 Wire Analog - area A	PENDING	\$ 11.22	\$ 11.22	See NRC prices below	
179			4 Wire Analog - area B	PENDING	\$ 13.16	\$ 13.16	See NRC prices below	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
180			4 Wire Analog - area C	PENDING	\$ 20.97	\$ 20.97	See NRC prices below	
181			2 Wire DSL Compatible - area A	PENDING	\$ 5.61	\$ 5.61	See NRC prices below	
182			2 Wire DSL Compatible- area B	PENDING	\$ 6.61	\$ 6.61	See NRC prices below	
183			2 Wire DSL Compatible - area C	PENDING	\$ 10.49	\$ 10.49	See NRC prices below	
184			4 Wire DSL Compatible - area A	PENDING	\$ 11.22	\$ 11.22	See NRC prices below	
185			4 Wire DSL Compatible- area B	PENDING	\$ 13.16	\$ 13.16	See NRC prices below	
186			4 Wire DSL Compatible- area C	PENDING	\$ 20.97	\$ 20.97	See NRC prices below	
187			Terminal to NID sub-loop					
188			2 Wire Analog - area A	PENDING	\$ 1.14	\$ 1.14	See NRC prices below	
189			2 Wire Analog - area B	PENDING	\$ 1.15	\$ 1.15	See NRC prices below	
190			2 Wire Analog - area C	PENDING	\$ 1.23	\$ 1.23	See NRC prices below	
191			4 Wire Analog - area A	PENDING	\$ 2.25	\$ 2.25	See NRC prices below	
192			4 Wire Analog - area B	PENDING	\$ 2.30	\$ 2.30	See NRC prices below	
193			4 Wire Analog - area C	PENDING	\$ 2.47	\$ 2.47	See NRC prices below	
194			2 Wire DSL Compatible - area A	PENDING	\$ 1.14	\$ 1.14	See NRC prices below	
195			2 Wire DSL Compatible- area B	PENDING	\$ 1.15	\$ 1.15	See NRC prices below	
196			2 Wire DSL Compatible - area C	PENDING	\$ 1.23	\$ 1.23	See NRC prices below	
197			4 Wire DSL Compatible - area A	PENDING	\$ 2.25	\$ 2.25	See NRC prices below	
198			4 Wire DSL Compatible- area B	PENDING	\$ 2.30	\$ 2.30	See NRC prices below	
199			4 Wire DSL Compatible- area C	PENDING	\$ 2.47	\$ 2.47	See NRC prices below	
200			NID sub-loop element					
201			2 Wire Analog - area A	PENDING	TBD	TBD	See NRC prices below	
202			2 Wire Analog - area B	PENDING	TBD	TBD	See NRC prices below	
203			2 Wire Analog - area C	PENDING	TBD	TBD	See NRC prices below	
204			4 Wire Analog - area A	PENDING	TBD	TBD	See NRC prices below	
205			4 Wire Analog - area B	PENDING	TBD	TBD	See NRC prices below	
206			4 Wire Analog - area C	PENDING	TBD	TBD	See NRC prices below	
207			2 Wire DSL - area A	PENDING	TBD	TBD	See NRC prices below	
208			2 Wire DSL - area B	PENDING	TBD	TBD	See NRC prices below	
209			2 Wire DSL - area C	PENDING	TBD	TBD	See NRC prices below	
210			4 Wire DSL - area A	PENDING	TBD	TBD	See NRC prices below	
211			4 Wire DSL - area B	PENDING	TBD	TBD	See NRC prices below	
212			4 Wire DSL - area C	PENDING	TBD	TBD	See NRC prices below	
213			2 Wire ISDN Compatible - area A	PENDING	TBD	TBD	See NRC prices below	
214			2 Wire ISDN Compatible - area B	PENDING	TBD	TBD	See NRC prices below	
215			2 Wire ISDN Compatible - area C	PENDING	TBD	TBD	See NRC prices below	
216			DS1 Compatible - area A	PENDING	TBD	TBD	See NRC prices below	
217			DS1 Compatible - area B	PENDING	TBD	TBD	See NRC prices below	
218			DS1 Compatible - area C	PENDING	TBD	TBD	See NRC prices below	
219			DS3 compatible subloop - area A	PENDING	TBD	TBD	See NRC prices below	
220			DS3 compatible subloop - area B	PENDING	TBD	TBD	See NRC prices below	
221			DS3 compatible subloop - area C	PENDING	TBD	TBD	See NRC prices below	
222			Sub-Loop Non-Recurring Charges					
223			2-Wire Analog Sub-Loop	PENDING			\$ 137.70	
224			2-Wire Analog Sub-Loop - Disconnect	PENDING			\$ 52.99	
225			4-Wire Analog Sub-Loop	PENDING			\$ 138.64	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
226			4-Wire Analog Sub-Loop - Disconnect	PENDING			\$ 52.99	
227			2-Wire xDSL Digital Sub-Loop	PENDING			\$ 148.38	
228			2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING			\$ 52.98	
229			4-Wire xDSL Digital Sub-Loop	PENDING			\$ 152.36	
230			4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING			\$ 53.24	
231			2-Wire ISDN Digital Sub-Loop	PENDING			\$ 176.96	
232			2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING			\$ 52.98	
233			DS1 Digital Sub-Loop	PENDING			\$ 346.37	
234			DS1 Digital Sub-Loop - Disconnect	PENDING			\$ 78.59	
235			Service Order Charge					
236			Establish, per occasion	PENDING			\$ 0.07	
237			Establish, per occasion - Disconnect	PENDING			\$ 0.04	
238			Add or change, per occasion	PENDING			\$ 0.07	
239			Record Work Only	PENDING			\$ 0.04	
240			Line Connection Charge					
241			per occasion	PENDING			\$ 30.64	
242			per occasion - Disconnect	PENDING			\$ 3.86	
243								
244	LST							
245			Line Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	NA	\$ 160.08	
246			LineStation Transfer(LST) performed on Broadband Loop	URCLB	NA	NA	\$ 141.25	
247								
248	LNP							
249			Local Number Portability	NSR	\$0.00	\$0.00		
250								
251								
252			Cross Connects					
253			2-Wire	CXCT2	\$ 0.19	\$ 0.19	NA	NA
254			4-Wire	CXCT4	\$ 0.38	\$ 0.38	NA	NA
255			DS1/LT1	CXCDX	\$ 0.52	\$ 0.52	NA	NA
256			DS3/LT3	CXC8X	\$ 0.96	\$ 0.96	NA	NA
257			DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89	\$ 25.89		
258								
259			Dedicated Transport					
260			Interoffice Transport:					
261		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49	\$ 18.49		
262			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19	\$ 2.19		
263		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33	\$ 191.33		
264			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29	\$ 33.29		
265			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33	\$ 191.33		
266			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29	\$ 33.29		
267								
268			Multiplexing					
269			DS1 to Voice Grade	QMVX1-X3	\$ 342.91	\$ 342.91		
270			DS3 to DS1	QM3X1-X3	\$ 473.51	\$ 473.51		
271								

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APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
272	Dedicated Transport Cross Connects						
273	DS1		CXCDX	\$ 0.52	\$ 0.52		
274	DS3		CXCEX	\$ 0.96	\$ 0.96		
275							
276	Dark Fiber Interoffice						
277		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41	\$ 30.41		
278		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315	\$ 0.003315		
279		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69	\$ 2.69		
280	Inquiry (Per Request)						
281		Dark Fiber Interoffice Transport - NRC	NR9D6			\$ 284.17	
282	FIRM ORDER (Per Fiber Strand)						
283		Administrative per Order					
284		Connect	NRB51			\$ 10.97	
285		Disconnect	N49H2			\$ 12.73	
286		Dark Fiber Interoffice Transport - NRC					
287		Connect	NRB54			\$ 411.80	
288		Disconnect	NR9H5			\$ 106.10	
289							
290	Dedicated Transport Optional Features & Functions						
291	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	NA	\$ 271.14	
292		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING			\$ 63.91	
293							
294	Dedicated Transport Installation & Rearrangement Charges						
295	DS1	Administration Charge - Per Order	ORCMX	NA	NA	\$ 93.93	NA
296		Administrative Charge - Per Disconnect Order	TBD	NA	NA	\$ 51.45	
297		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	NA	\$ 458.47	NA
298		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	NA	\$ 82.00	
299		Carrier Connection Charge - Per Order	NRBBL	NA	NA	\$ 181.97	NA
300	DS3	Administration Charge - Per Order	ORCMX	NA	NA	\$ 88.25	NA
301		Administrative Charge - Per Disconnect Order	TBD	NA	NA	\$ 54.50	
302		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	NA	\$ 629.55	NA
303		Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	NA	\$ 89.31	NA
304		Carrier Connection Charge - Per Order	NRBBL	NA	NA	\$ 197.18	NA
305							
306	Routine Modifications						
307		Routine Modifications of Existing Facilities Charge	N3RUE	NA	NA	ICB	NA
308							
309	Maintenance of Service Charge		VRP	NA	NA	\$ 71.00	NA
310							
311							
312	Port Non-Recurring Charges						
313		POTS Electronic Service Order – Disconnect	NRMGQ			\$ 0.04	
314		POTS Manual Disconnect Service Order Charge	NHCMU			\$ 42.10	
315		Unbundled Tandem Trunk Service Charge – Port Disconnect	NKCQJ			\$ 8.29	
316							
317							

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ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
318	Daily Usage Feed (DUF), per message			USAGE	\$0.000531	\$0.000531		
319								
320								
321	<u>OTHER</u>							
322								
323		Directory Assistance						
324		Facility-based DA					INSTALL	DISCONNECT
325		Directory Assistance, per occurrence		OPEN	\$ 0.30	\$ 0.30	NA	NA
326		National Directory Assistance, per occurrence		OPEN	\$ 0.35	\$ 0.35	NA	NA
327		Reverse Directory Assistance (RDA), per call		OPEN	\$ 0.65	\$ 0.65		
328		Business Category Search (BCS) / if applicable, per call		OPEN	\$ 0.65	\$ 0.65		
329		Directory Assistance Call Completion (DACC)		OPEN	\$ 0.15	\$ 0.15	NA	NA
330								
331								
332		Branding - Facility Based - Initial/Subsequent Load		OPEN				
333		- Branding, per trunk group			NA	NA	\$ 800.00	NA
334								
335		Directory Assistance/Operator Services - Facilities Based Rate Reference - Initial Load per switch per OCN		OPEN	NA	NA	\$ 2,200.00	NA
336		Reference - Subsequent Rater Load or Reference Load per switch per OCN		OPEN	NA	NA	\$ 1,000.00	NA
337								
338								
339		Operator Services						
340		Fully Automated Call Processing, per call		OPEN	\$ 0.15	\$ 0.15	NA	NA
341		Operator Assisted Call Processing - All Types (Including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second		OPEN	\$0.020	\$0.020	NA	NA
342								
343								
344								
345		DA Listings						
346		DA Listing Liscense						
347		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)						
348		- per listing for initial load		OPEN	NA	NA	\$ 0.040	NA
349		- per listing for subsequent updates		OPEN	NA	NA	\$ 0.060	NA
350		Option #2 Full File (all states inclusive) Billable Release						
351		- per listing for initial load		OPEN	NA	NA	\$ 0.020	NA
352		- per listing for subsequent updates		OPEN	NA	NA	\$ 0.030	NA
353		- per usage/query		OPEN	NA	NA	\$ 0.020	NA
354		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)						
355		- per listing for initial load		OPEN	NA	NA	\$ 0.050	NA
356		- per listing for subsequent updates		OPEN	NA	NA	\$ 0.060	NA
357		Option #4 Pick & Choose (by state) Billable Release						
358		- per listing for initial load		OPEN	NA	NA	\$ 0.020	NA
359		- per listing for subsequent updates		OPEN	NA	NA	\$ 0.030	NA
360		- per usage/query		OPEN	NA	NA	\$ 0.020	NA

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	WISCONSIN					AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
Line					USOC	Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
361									
362									
363			Ancillary Message Billing Compensation (Per Message)		OPEN	\$ 0.03	\$ 0.03	NA	NA
364									
365									
366			Structure Access - Poles & Ducts						
367			The following fees, rates and charges apply to Attachment to AT&T Wisconsin Structure.						
368			1. Administrative Fees						
369			Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate an Attaching Party's request for Attachment. Administrative Fees are payable with Attaching Party's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.						
370			Administrative Fee - per request of assignment.					\$200.00	
371			2. Maps, Records and Information Charges						
372			Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to an Attaching Party. Charges for these services will be as follows:						
373			a. Initial Map Preparation - The full cost to AT&T Wisconsin to prepare a map or record for access by an Attaching Party.					Case-by-Case	
374			b. Record Searches and Information Requests - The full cost to AT&T Wisconsin to research records and assemble information to respond to an Attaching Party's request for information and, if applicable, to meet with the Attaching Party to clarify the map, record or information.					Case-by-Case	
375			Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Attaching Party shall deposit with AT&T Wisconsin against the charges therefor AT&T Wisconsin's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Attaching Party shall pay the amount by which the costs of the request exceed the estimate. AT&T Wisconsin will reimburse to the Attaching Party the amounts by which the deposit exceeds the actual cost of the request.						
376			3. Make Ready Work Charges.						
377			Make Ready Work Charges include all of AT&T Wisconsin's costs to prepare structure for the Attachments of the Attaching Party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.						

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APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
378			a. The charges for Make Ready Work are the full cost to AT&T Wisconsin to perform the required work.				Case-by-Case	
379			b. Prior to commencing any Make Ready Work by AT&T Wisconsin, the Attaching Party shall deposit with AT&T Wisconsin against the Make Ready Work Charges, AT&T Wisconsin's estimated amount of the Make Ready Work Charges. The Attaching Party shall pay the amount by which the Make Ready Work Charges exceed the deposit. AT&T Wisconsin will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.				Case-by-Case	
380			c. For requests for access to AT&T Wisconsin's Ducts, Conduit or Rights-of-way, the Attaching Party shall make separate deposits for field survey Make Ready Work to determine the actual availability of space apparently based on AT&T Wisconsin's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Attaching Party's Attachment.				Case-by-Case	
381			d. In the event that other attaching parties, including AT&T Wisconsin, share in the responsibility for the modification to AT&T Wisconsin's Structure, the deposits required by this section shall be the Attaching Party's proportionate share of the Make Ready Work Charges.				Case-by-Case	
382			4. Attachment Fees.				Semi-Annually	
383			Attachment Fees are the recurring charges to the Attaching Party to place and maintain its Attachments in or on AT&T Wisconsin's Structure.					
384			a. Attachment Fees are due and payable twice each year in advance. On January 1 of each year, the Attaching Party will be billed for its Attachments to AT&T Wisconsin's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each year, the Attaching Party will be billed for its Attachments to AT&T Wisconsin's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each					
385			b. Pole Attachment Fees					
386			i) The Attachment Fee for poles applies to each pole on which the Attaching Party has placed its Attachment of for which Make Ready Work pursuant to a request for access has been completed.					
387			ii) Pole Attachment Fee: per pole, per year for each one foot of space occupied by the Attaching Party's Attachments and for each power supply or equipment case or cabinet attached to a pole.		\$3.03	\$3.03		
388			c. Duct or conduit Attachment Fees					
389			i) The Attachment Fee for duct or conduit applies to the total number of feet of AT&T Wisconsin's conduit system or ducts in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.				Case-by-Case	

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APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
390			ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the AT&T Wisconsin's conduit system or duct occupied by the Attaching Party's Attachment, plus the cable racking and maintenance loop space measured by the length of the Attaching Party's cable within each manhole.				Case-by-Case	
391			iii) If Attaching Party's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.				Case-by-Case	
392			iv) If Attaching Party occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per inner-duct foot for the Attachment.				Case-by-Case	
393			v) Conduit Attachment Fee: per foot of inner-duct or cable racking and maintenance loop space occupied per year.		\$0.31	\$0.31		
394			d. Rights-of-Way Attachment Fees:					
395			vi) The Attachment Fee for use of linear rights-of-way applied to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of AT&T Wisconsin's right-of-way in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.				Case-by-Case	
396			ii) If Attaching Party's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.				Case-by-Case	
397			iii) The Attachment Fees for the Attaching Party's equipment cabinets or enclosures placed on AT&T Wisconsin's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way by the Attachment and its useability for the Attachments of others, including AT&T Wisconsin, after the Attachment.				Case-by-Case	
398			iv) The Attachment Fees for the Attaching Party's Attachments to AT&T Wisconsin's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachment of others, including AT&T Wisconsin, after the Attachment, and the cost to AT&T Wisconsin of the right-of-way in question.				Case-by-Case	
399			e. Period Inspection Fees					

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT WJ/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
400			Periodic inspection fees to cover the Attaching Party's portion of the costs to AT&T Wisconsin to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.				Case-by-Case (as defined in Section 252(d) of the Act)	
401			f. Extraordinary Attachments					
402			AT&T Wisconsin reserves the right to price on a case-by-case basis any Extraordinary Attachment to any of its pole, ducts, conduits or rights-of-way. An "Extraordinary Attachment" is any Attachment to a pole, duct, conduit or right-of-way which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the useability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability or safety concerns to other users of the pole, duct, conduit				Case-by-Case	
403			g. Unauthorized Attachment Fee					
404			The fee for unauthorized Attachments to AT&T Wisconsin's poles, ducts, conduits or rights-of-way is an amount equal to five (5) times the annual Attachment fee for each such unauthorized Attachment.				Case-by-Case	
405								
406								
407			Hosting					
408			*Start-Up Fee:					
409			One year term				\$ 28,000.00	
410			Two year term				\$ 20,000.00	
411			Three year term				\$ 16,000.00	
412								
413			*One time fee for enabling the AT&T billing systems to accept CLEC's data and aggregate for distribution.					
414								
415			Basic Price Components – CLEC/ILEC in Region:					
416			Message distribution Fees:					
417			1) Monthly transmission fee		\$ 250.00	\$ 250.00		
418								
419			ICS Settlement (CLEC only)					
420			1) Monthly settlement processing fee		\$ 200.00	\$ 200.00		
421								
422			Basic Price Components – CLEC/ILEC:					
423			Message distribution Fees:					
424			CMDS (per message)	USAGE	\$ 0.010	\$ 0.010		
425			2) Non-CMDS: NICS messages received from and sent to LECs hosted by AT&T Wisconsin. Includes the identification, formatting, and invoicing (packing) of	USAGE	\$ 0.017	\$ 0.017		
426								
427			Settlement					
428			1) NICS Billing and Collection Fee (per message)	USAGE	\$ 0.08	\$ 0.08		
429			2) ICS Billing and Collection Fee (per message)	USAGE	\$ 0.05	\$ 0.05		

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
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APPENDIX PRICING/ALL TRAFFIC
ATT WI/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
430								
431			Consulting				\$ 150.00	
432			Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two					
433								
434								
435			EISA SERVICES PROVIDED:					
436			Channel Conditioning - Per Channel					
437			Back to Back		\$ 35.50	\$ 35.50	\$ 775.00	
438			Collocated		\$ 35.50	\$ 35.50	\$ 775.00	
439			Direct (First Channel)		\$ 220.50	\$ 220.50	\$ 775.00	
440			Channels 2-24		\$ 5.50	\$ 5.50	\$ 775.00	
441								
442			ANI/ALI/ISR and Database Management					
443			per 1000 main stations and equivalent network access lines served, rounded up to the		\$ 10.00	\$ 10.00		
444			nearest 1000.					
445								
446			Control Office Admin. - Per NXX		\$ 32.10	\$ 32.10		
447								
448			Alternate Control Office Access - Per Trunk Group				\$ 1,250.00	
449								
450			Address & Routing File (ARF) - Per File Request (Per 100,000 Street Segments)				\$ 125.00	
451								
452			Manual Updates - Per Record, per occasion				\$ 4.25	
453								
454			The rates and charges for Route Diversity will be determined on a case by case basis.					
455								
456			The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple					
457			selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.					
458								
459			Terminations					
460			If EISA service is canceled or removed prior to expiration, Requesting Carrier is responsible					
461			for payment of termination charges equal to the number of months remaining in the contract,					
462			multiplied by the associated monthly rate per main station or its equivalent access lines,					
463			multiplied by the number of main stations or equivalent access lines billable in the month					
464			prior to discontinuance, according to Ameritech's records.					
465								
466								
467			RECIPROCAL COMPENSATION					
468			End Office Local Termination					
469			per MOU		\$ 0.004241	\$ 0.004241	NA	NA
470								
471			Tandem Switching					
472			per MOU		\$ 0.000704	\$ 0.000704	NA	NA
473								

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT WJ/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
474		Tandem Transport Termination					
475		per MOU		\$ 0.000188	\$ 0.000188	NA	NA
476							
477		Tandem Transport Facility Mileage, per MOU per mile					
478		per minute, per mile		\$ 0.000014	\$ 0.000014	NA	NA
479							
480							
481		TRANSIT SERVICE					
482		Tandem Switching - per minute of use	USAGE	0.000704	0.000704		
483		Tandem Termination - per minute of use	USAGE	0.000188	0.000188		
484		Tandem Facility - per minute of use per mile	USAGE	0.000014	0.000014		
485							
486							
487							
488		RESALE		<u>RECURRING</u>	<u>RECURRING</u>	<u>NON-RECURRING</u>	
489		BUSINESS					
490		LOCAL EXCHANGE SERVICE					
491		Business 1 Party	RESALE	17.50%	17.50%	27.50%	
492		Business - Measured	RESALE	17.50%	17.50%	27.50%	
493		Customer Operated Pay Telephone (COPT)	RESALE	17.50%	17.50%	27.50%	
494							
495		EXPANDED LOCAL CALLING					
496		Extended Area Service	RESALE	20.00%	20.00%	20.00%	
497							
498		VERTICAL SERVICES					
499		Anonymous Call Rejection	RESALE	25.00%	25.00%	25.00%	
500		Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	25.00%	
501		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	25.00%	
502		Call Blocker	RESALE	25.00%	25.00%	25.00%	
503		Call Forwarding	RESALE	25.00%	25.00%	25.00%	
504		Call Forwarding - Busy Line	RESALE	25.00%	25.00%	25.00%	
505		Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	25.00%	
506		Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	25.00%	
507		Automatic CallBack (Call Return)	RESALE	25.00%	25.00%	25.00%	
508		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%	25.00%	
509		Call Trace	RESALE	25.00%	25.00%	25.00%	
510		Call Waiting	RESALE	25.00%	25.00%	25.00%	
511		Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%	25.00%	
512		Caller ID (Calling Number)	RESALE	25.00%	25.00%	25.00%	
513		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%	25.00%	
514		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%	25.00%	
515		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	0.00%	
516		Selective Call Forwarding	RESALE	0.00%	0.00%	0.00%	
517		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%	25.00%	
518		Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%	25.00%	
519		RCF, Interstate, Interexchange	RESALE	25.00%	25.00%	25.00%	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
520		RCF, Intrastate	RESALE	25.00%	25.00%	25.00%	
521		RCF, Interstate, International	RESALE	25.00%	25.00%	25.00%	
522		RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%	25.00%	
523		RCF to 800	RESALE	25.00%	25.00%	25.00%	
524		RCF Additional	RESALE	25.00%	25.00%	25.00%	
525		Speed Calling 8	RESALE	25.00%	25.00%	25.00%	
526		Speed Calling 30	RESALE	25.00%	25.00%	25.00%	
527		Three Way Calling	RESALE	25.00%	25.00%	25.00%	
528		Call Screening	RESALE	25.00%	25.00%	25.00%	
529		Busy Line Transfer	RESALE	25.00%	25.00%	25.00%	
530		Alternate Answer	RESALE	25.00%	25.00%	25.00%	
531		Message Waiting - Tone	RESALE	25.00%	25.00%	25.00%	
532		Easy Call	RESALE	25.00%	25.00%	25.00%	
533		Prime Number Service	RESALE	25.00%	25.00%	25.00%	
534		AT&T Wisconsin Privacy Manager	RESALE	25.00%	25.00%	25.00%	
535		Name and Number Delivery Service	RESALE	25.00%	25.00%	25.00%	
536							
537		DID					
538		DID	RESALE	15.00%	15.00%	15.00%	
539							
540		TRUNKS					
541		Trunk	RESALE	17.50%	17.50%	17.50%	
542							
543		AIN					
544		Area Wide Networking	RESALE	25.00%	25.00%	25.00%	
545		AT&T Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	25.00%	
546		AT&T Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	25.00%	
547							
548		DIRECTORY ASSISTANCE/OPERATOR ASSISTANCE SERVICES					
549		Directory Assistance Services	RESALE	15.00%	15.00%	NA	
550		Local Operator Assistance Service	RESALE	15.00%	15.00%	NA	
551		Reverse Directory Assistance (RDA), per call	RESALE	15.00%	15.00%	NA	
552		National Directory Assistance (NDA), per call	RESALE	15.00%	15.00%	NA	
553		Business Category Search (BCS) / if applicable, per call	RESALE	15.00%	15.00%	NA	
554		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	\$ 0.15	NA	
555							
556		OS/DA Automated Call Greeting and References / Rates					
557		Branding - Other - Initial/Subsequent Load, per switch per OCN	OPEN			\$ 1,800.00	\$ 1,800.00
558		Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.025	\$ 0.025		
559		Rate Reference - Initial Load per switch per OCN	OPEN	NA	NA	\$ 2,200.00	NA
560		Rate Reference - Subsequent Load per switch per OCN	OPEN	NA	NA	NA	\$ 1,000.00
561							
562		OTHER					
563		Grandfathered Services	RESALE	0.00%	0.00%	0.00%	
564		Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	25.00%	
565		TouchTone (Business)	RESALE	25.00%	25.00%	25.00%	

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ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
566		TouchTone (Trunk)	RESALE	25.00%	25.00%	25.00%	
567		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	0%	
568		976 (976 Information Delivery Service)	RESALE	0%	0%	0%	
569		Access Services (See Access Tariff)	RESALE	0%	0%	0%	
570		Additional Directory Listings	RESALE	15.00%	15.00%	15.00%	
571		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	0%	
572		Connection Services	RESALE	25.00%	25.00%	25.00%	
573		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	0%	
574		Shared Tenant Service	RESALE	0%	0%	0%	
575							
576		Data Services					
577		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%	8.00%	
578		PBX Trunks	RESALE	8.00%	8.00%	8.00%	
579		Mult-Service Optical Network (MON)	RESALE	8.00%	8.00%	8.00%	
580		OCn-PTP	RESALE	8.00%	8.00%	8.00%	
581		ADTS-E	RESALE	8.00%	8.00%	8.00%	
582	DS0		RESALE	8.00%	8.00%	8.00%	
583	DS1		RESALE	8.00%	8.00%	8.00%	
584	DS3		RESALE	8.00%	8.00%	8.00%	
585							
586		ISDN					
587		ISDN	RESALE	9.70%	9.70%	9.70%	
588							
589							
590		TOLL					
591		TOLL	RESALE	25.00%	25.00%	25.00%	
592							
593		OPTIONAL TOLL CALLING PLANS					
594		Optional Toll Calling Plans	RESALE	25.00%	25.00%	25.00%	
595							
596		CENTREX (PLEXAR)					
597		AT&T Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	25.00%	
598		AT&T Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	0.00%	
599							
600		PRIVATE LINE					
601		Analog Private Lines	RESALE	8.00%	8.00%	8.00%	
602		Private Line Channel Services	RESALE	8.00%	8.00%	8.00%	
603							
604		RESIDENCE					
605		LOCAL EXCHANGE SERVICE					
606		Life Line	RESALE	0.00%	0.00%	0.00%	
607		Residence 1 Party	RESALE	14.50%	14.50%	25.00%	
608		Residence Measured	RESALE	14.50%	14.50%	25.00%	
609							
610		EXPANDED LOCAL CALLING					
611		Extended Area Service	RESALE	17.50%	17.50%	17.50%	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
612								
613			VERTICAL SERVICES					
614			Anonymous Call Rejection	RESALE	23.00%	23.00%	23.00%	
615			Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	23.00%	
616			Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	23.00%	
617			Call Blocker	RESALE	23.00%	23.00%	23.00%	
618			Call Forwarding	RESALE	23.00%	23.00%	23.00%	
619			Call Forwarding - Busy Line	RESALE	23.00%	23.00%	23.00%	
620			Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	23.00%	
621			Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	23.00%	
622			Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	23.00%	
623			Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	23.00%	
624			Call Trace	RESALE	23.00%	23.00%	23.00%	
625			Call Waiting	RESALE	23.00%	23.00%	23.00%	
626			Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	23.00%	
627			Caller ID (Calling Number)	RESALE	23.00%	23.00%	23.00%	
628			Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%	23.00%	
629			Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%	23.00%	
630			Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	0.00%	
631			RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	23.00%	
632			RCF, Intrastate	RESALE	23.00%	23.00%	23.00%	
633			RCF, Interstate, International	RESALE	23.00%	23.00%	23.00%	
634			RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	23.00%	
635			RCF to 800	RESALE	23.00%	23.00%	23.00%	
636			RCF Additional	RESALE	23.00%	23.00%	23.00%	
637			Selective Call Forwarding	RESALE	23.00%	23.00%	23.00%	
638			Speed Calling 8	RESALE	23.00%	23.00%	23.00%	
639			Three Way Calling	RESALE	23.00%	23.00%	23.00%	
640			Call Screening	RESALE	23.00%	23.00%	23.00%	
641			Busy Line Transfer	RESALE	23.00%	23.00%	23.00%	
642			Alternate Answer	RESALE	23.00%	23.00%	23.00%	
643			Message Waiting - Tone	RESALE	23.00%	23.00%	23.00%	
644			Easy Call	RESALE	23.00%	23.00%	23.00%	
645			AT&T Wisconsin Privacy Manager	RESALE	23.00%	23.00%	23.00%	
646			Name and Number Delivery Service	RESALE	23.00%	23.00%	23.00%	
647								
648			ISDN					
649			ISDN	RESALE	9.70%	9.70%	9.70%	
650								
651			DIRECTORY ASSISTANCE SERVICES					
652			Directory Assistance Services	RESALE	15.00%	15.00%	NA	
653			Local Operator Assistance Service	RESALE	15.00%	15.00%	NA	
654			Reverse Directory Assistance (RDA), per call	RESALE	15.00%	15.00%	NA	
655			National Directory Assistance (NDA), per call	RESALE	15.00%	15.00%	NA	
656			Business Category Search (BCS) / if applicable, per call	RESALE	15.00%	15.00%	NA	
657			Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	\$ 0.15	NA	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT WJ/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
658								
659			OS/DA Automated Call Greeting and References / Rates					
660			Branding - Other - Initial/Subsequent Load, per switch per OCN	OPEN			\$ 1,800.00	\$ 1,800.00
661			Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.025	\$ 0.025		
662			Rate Reference - Initial Load per switch per OCN	OPEN	NA	NA	\$ 2,200.00	NA
663			Rate Reference - Subsequent Load per switch per OCN	OPEN	NA	NA	NA	\$ 1,000.00
664								
665			OTHER					
666			Grandfathered Services	RESALE	0.00%	0.00%	0.00%	
667			Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	23.00%	
668			TouchTone	RESALE	23.00%	23.00%	23.00%	
669			Home Services Packages	RESALE	23.00%	23.00%	23.00%	
670			900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	0%	
671			976 (976 Information Delivery Service)	RESALE	0%	0%	0%	
672			Access Services (See Access Tariff)	RESALE	0%	0%	0%	
673			Additional Directory Listings	RESALE	15.00%	15.00%	15.00%	
674			Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	0%	
675			Connection Services	RESALE	25.00%	25.00%	25.00%	
676			Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	0%	
677			Shared Tenant Service	RESALE	0%	0%	0%	
678			Restoral of Service Charge				Tariff 20 Part 22 Section 2	
679								
680			TOLL					
681			Toll	RESALE	21.50%	21.50%	21.50%	
682								
683			Electronic Billing Information Data (daily usage)	RESALE	\$ 0.000531			
684			per message	USAGE				
685								
686			Line Connection Charge					
687			Normal Working Hours - Residence				25.00%	
688			Normal Working Hours - Business				27.50%	
689			After Normal Working Hourse - Residence				25.00%	
690			After Normal Working Hourse - Business				27.50%	
691			Sundays and Holidays - Residence				25.00%	
692			Sundays and Holidays - Business				27.50%	
693								
694			Central Office Work Charge					
695			Normal Working Hours - Residence				24.90%	
696			Normal Working Hours - Business				27.50%	
697			After Normal Working Hourse - Residence				25.00%	
698			After Normal Working Hourse - Business				27.50%	
699			Sundays and Holidays - Residence				25.00%	
700			Sundays and Holidays - Business				27.50%	
701								
702			Restoral of Service Charge - Residence				24.90%	
703			Restoral of Service Charge - Business				27.50%	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
704							
705		Waivers, Disasters					
706		Nonrecurring charges without the waiver:					
707		Residence					
708		Service Ordering Charge, per order				25.00%	
709		Central Office Line Connection Charge, per line				25.00%	
710		Business					
711		Service Ordering Charge, per order				27.50%	
712		Central Office Line Connection Charge, per line				27.50%	
713		Nonrecurring charges with the waiver:					
714		Residence					
715		Service Ordering Charge, per order					
716		Central Office Line Connection Charge, per line					
717		Business					
718		Service Ordering Charge, per order					
719		Central Office Line Connection Charge, per line					
720							
721		Service Order/Service Request Charge					
722							
723							
724		Establish - Residence				25.00%	
725		Establish - Business				27.50%	
726		Additional charge for Type II Trunks				27.50%	
727		Add or Change - Residence				25.00%	
728		Add or Change - Business				27.50%	
729		Record Type Orders Only - Residence				25.00%	
730		Record Type Orders Only - Business				27.50%	
731							
732		Non-Electronic (Manual) Service Order Charge					
733		Residence	RESALE			\$9.02	
734		Business	RESALE			\$9.02	
735							
736		Rates for Maintenance					
737		Trip Charge, per trouble dispatch				\$ 51.00	
738		Time Charge, per quarter hour with a quarter hour minimum and quarter hour increments				\$ 21.00	
739							
740	COLLOCATION		Rate Element Description	USOC	AT&T Recurring		AT&T Non Recurring
741	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED						
742	REAL ESTATE						
743		Site Conditioning	CLEC	S8FWB		\$9.28	
744		Safety & Security	CLEC	S8F4N		\$19.56	
745		Floor Space Usage	CLEC	S8F4L	\$5.97	\$5.97	
746	COMMON SYSTEMS						
747		Common Systems - Cage	CLEC	S8F4A	\$0.44	\$0.44	\$59.86
748	PLANNING						
749		Planning - Central Office	CLEC	S8GCA	\$0.09	\$0.09	\$7.55

TBD -To be determined
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NA -Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
750		Planning	Per Request	NRFCF			\$5,244.43	
751		Planning - Subsequent Inter. Cabling	Per Request	NRFCF			\$2,267.04	
752		Planning - Subsequent Power Cabling	Per Request	NRFCF			\$2,306.10	
753		Planning - Subs. Inter./Power Cabling	Per Request	NRFCG			\$2,884.60	
754		Planning - Non-Standard	Per Request	NRFCF			\$1,436.00	
755		POWER PROVISIONING						
756		Power Panel:						
757		50 Amp	Per Power Panel (CLEC Provided)	NONE				
758		200 Amp	Per Power Panel (CLEC Provided)	NONE				
759		Power Cable and Infrastructure:						
760		Power Cable Rack	Per Four Power Cables or Quad	NONE				
761		2-10 Amp Feeds	(CLEC Provided)	C1F31	\$0.25	\$0.25	\$48.23	
762		2-20 Amp Feeds	(CLEC Provided)	S8GF1	\$0.25	\$0.25	\$48.23	
763		2-30 Amp Feeds	(CLEC Provided)	C1F32	\$0.25	\$0.25	\$48.23	
764		2-40 Amp Feeds	(CLEC Provided)	C1F33	\$0.25	\$0.25	\$48.23	
765		2-50 Amp Feeds	(CLEC Provided)	S8GF2	\$0.25	\$0.25	\$48.23	
766		2-100 Amp Feeds	(CLEC Provided)	S8GF3	\$0.25	\$0.25	\$48.23	
767		Equipment Grounding:						
768		Ground Cable Placement	CLEC	S8FCR	\$0.03	\$0.03	\$0.92	
769		DC POWER AMPERAGE CHARGE						
770		HVAC	Per 10 Amps	S8GCS	\$14.62	\$14.62		
771		Per Amp	Per Amp	S8GCR	\$10.61	\$10.61		
772		FIBER CABLE PLACEMENT						
773		Central Office:						
774		Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$4.85	\$809.13	
775		Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	\$8.76		
776		MISCELLANEOUS & OPTIONAL COST:						
777		MISCELLANEOUS COSTS						
778		Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$0.08	\$14.81	
779		Bits Timing	Per two circuits	S8FQT	\$3.58	\$3.58	\$698.82	
780		Space Availability Report	Per Premise	NRFCQ			\$168.04	
781		Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
782		Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
783		CAGE COMMON COSTS						
784		AC Circuit Placement	cage)	NRL60			\$5.29	
785		INTERCONNECTION COSTS:						
786		ILEC TO CLEC CONNECTION						
787		Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$3.86	\$156.02	
788		Voice Grade Arrangement	provides cable)	S8FWU	\$3.86	\$3.86	\$156.02	
789		DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$295.42	\$3,105.79	
790		DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$6.07	\$486.89	

TBD -To be determined
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ICB -Individual Case Basis
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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
791	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$115.30	\$1,809.40	
792	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$5.69	\$116.67	
793	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$3.76	\$495.49	
794	CLEC TO CLEC CONNECTION						
795	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	\$0.82		
796	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	\$0.57		
797	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	\$0.50		
798	Route Design		NRFCX			\$424.88	
799	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	\$0.18		
800	Connection for DS3	cable)	S8GFJ	\$0.12	\$0.12		
801	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	\$0.31		
802	TIME SENSITIVE ACTIVITIES						
803	PRE-VISITS						
804	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR			\$23.23	
805	Comm. Tech - Craft	Per 1/4 Hour	NRFCS			\$19.60	
806	CO Manager - 1st Level	Per 1/4 Hour	NRFCU			\$19.72	
807	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV			\$19.24	
808	CONSTRUCTION VISITS						
809	Project Manager - 1st Level	Per 1/4 Hour	NRFCZ			\$19.24	
810	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour				\$23.23	
811							
812	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED						
813	REAL ESTATE						
814	Site Conditioning	CLEC	S8GCE			\$9.28	
815	Safety & Security	CLEC	S8GCF			\$19.56	
816	Floor Space Usage	CLEC	S8GCD	\$5.97	\$5.97		
817	COMMON SYSTEMS						
818	Common Systems - Cage	CLEC	S8GCG	\$0.44	\$0.44	\$59.86	
819	PLANNING						
820	Planning - Central Office	CLEC	S8GCA	\$0.09	\$0.09	\$7.55	
821	Planning	Per Request	NRFCB			\$5,244.43	
822	Planning - Subsequent Inter. Cabling	Per Request	NRFCCE			\$2,267.04	
823	Planning - Subsequent Power Cabling	Per Request	NRFCF			\$2,306.10	
824	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG			\$2,884.60	
825	Planning - Non-Standard	Per Request	NRFCH			\$1,436.00	
826	POWER PROVISIONING						
827	Power Panel:						
828	50 Amp	Per Power Panel	S8GC8	\$15.77	\$15.77	\$3,079.47	
829	200 Amp	Per Power Panel	S8GC9	\$18.75	\$18.75	\$3,659.46	
830	Power Cable and Infrastructure:						
831	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$5.83	\$1,378.83	
832	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$7.74	\$1,570.84	
833	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$8.35	\$1,700.70	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
834		2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$8.96	\$1,830.56	
835		2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$9.57	\$1,954.85	
836		2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$11.39	\$2,344.44	
837		Equipment Grounding:						
838		Ground Cable Placement	CLEC	S8GDA	\$0.03	\$0.03	\$0.92	
839		DC POWER AMPERAGE CHARGE						
840		HVAC	Per 10 Amps	S8GCS	\$14.62	\$14.62		
841		Per Amp	Per Amp	S8GCR	\$10.61	\$10.61		
842		FIBER CABLE PLACEMENT						
843		Central Office:						
844		Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$4.85	\$1,619.88	
845		Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	\$8.76		
846		MISCELLANEOUS & OPTIONAL COST:						
847		MISCELLANEOUS COSTS						
848		Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$0.08	\$14.81	
849		Bits Timing	Per two circuits	S8GEJ	\$3.58	\$3.58	\$698.82	
850		Space Availability Report	Per Premise	NRFCQ			\$168.04	
851		Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
852		Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
853		CAGE COMMON COSTS						
854		Cage Preparation	CLEC	S8GCH	\$0.27	\$0.27	\$19.70	
855		INTERCONNECTION COSTS:						
856		ILEC TO CLEC CONNECTION						
857		Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$4.92	\$1,027.16	
858		Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$4.92	\$1,027.16	
859		DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$297.44	\$3,613.06	
860		DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$9.79	\$1,346.48	
861		DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$115.58	\$2,181.58	
862		DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$7.14	\$603.89	
863		Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$6.55	\$1,779.78	
864		CLEC TO CLEC CONNECTION						
865		Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	\$0.82		
866		Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	\$0.57		
867		Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	\$0.50		
868		Route Design		NRFCX			\$424.88	
869		Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$1.41	\$982.35	
870		Connection for DS3	Per Circuit	S8GFD	\$1.30	\$1.30	\$433.86	
871		Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1.38	\$1,404.07	
872		TIME SENSITIVE ACTIVITIES						
873		PRE-VISITS						
874		Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR			\$23.23	
875		Comm. Tech - Craft	Per 1/4 Hour	NRFCS			\$19.60	
876		CO Manager - 1st Level	Per 1/4 Hour	NRFCU			\$19.72	
877		Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU			\$19.24	
878		CONSTRUCTION VISITS						
879		Project Manager - 1st Level	Per 1/4 Hour	NRFCV			\$19.24	

TBD - To be determined

NRO - Nonrecurring only

ICB - Individual Case Basis

NA - Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
880		Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ			\$23.23	
881								
882	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS							
883		REAL ESTATE						
884		Site Conditioning	ft)	S8FWC			\$92.81	
885		Safety & Security	ft)	S8FWG			\$195.57	
886		Floor Space Usage	ft)	S8F9C	\$64.21	\$64.21		
887		COMMON SYSTEMS						
888		Common Systems - Cageless	ft)	S8FWE	\$9.35	\$9.35	\$760.45	
889		PLANNING						
890		Planning - Central Office	ft)	S8GCB	\$1.13	\$1.13	\$75.54	
891		Planning	Per Request	NRFCJ			\$4,601.93	
892		Planning - Subsequent Inter. Cabling	Per Request	NRFCE			\$2,267.04	
893		Planning - Subsequent Power Cabling	Per Request	NRFCF			\$2,306.10	
894		Planning - Subs. Inter./Power Cabling	Per Request	NRFCG			\$2,884.60	
895		Planning - Non-Standard	Per Request	NRFCH			\$1,436.00	
896		POWER PROVISIONING						
897		Power Panel:						
898		50 Amp	Per Power Panel (CLEC Provided)	NONE				
899		200 Amp	Per Power Panel (CLEC Provided)	NONE				
900		Power Cable and Infrastructure:						
901		Power Cable Rack	Per Four Power Cables or Quad	NONE				
902		2-10 Amp Feeds	(CLEC Provided)	C1F34	\$0.25	\$0.25	\$48.23	
903		2-20 Amp Feeds	(CLEC Provided)	S8GF1	\$0.25	\$0.25	\$48.23	
904		2-30 Amp Feeds	(CLEC Provided)	C1F35	\$0.25	\$0.25	\$48.23	
905		2-40 Amp Feeds	(CLEC Provided)	C1F36	\$0.25	\$0.25	\$48.23	
906		2-50 Amp Feeds	(CLEC Provided)	S8GF2	\$0.25	\$0.25	\$48.23	
907		2-100 Amp Feeds	(CLEC Provided)	S8GF3	\$0.25	\$0.25	\$48.23	
908		Equipment Grounding:						
909		Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$0.33	\$15.32	
910		DC POWER AMPERAGE CHARGE						
911		HVAC	Per 10 Amps	S8GCS	\$14.62	\$14.62		
912		Per Amp	Per Amp	S8GCR	\$10.61	\$10.61		
913		CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	\$1.27		
914		FIBER CABLE PLACEMENT						
915		Central Office:						
916		Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$4.85	\$809.13	
917		Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	\$8.76		
918		CEV, HUT & Cabinets:						
919		Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH			\$53.58	
920		Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	\$2.61		
921		MISCELLANEOUS & OPTIONAL COST:						

TBD -To be determined
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NA -Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
922	MISCELLANEOUS COSTS						
923	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$0.08	\$14.81	
924	Bits Timing	Per two circuits	S8FQT	\$3.58	\$3.58	\$698.82	
925	Space Availability Report	Per Premise	NRFCQ			\$168.04	
926	Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
927	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
928	CAGELESS / POT BAY OPTIONS						
929	Standard Equipment Bay	Each (CLEC Provided)	NONE				
930	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE				
931	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE				
932	VF/DS0 Termination Module	Each (CLEC Provided)	NONE				
933	DDP-1 Panel	Each (CLEC Provided)	NONE				
934	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE				
935	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE				
936	DS3 Interconnect Module	Each (CLEC Provided)	NONE				
937	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE				
938	Fiber Termination Dual Module	Each (CLEC Provided)	NONE				
939	CEV, HUT, CABINET						
940	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	\$1.64		
941	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	\$1.77		
942	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	\$0.77		
943	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	\$1.33		
944	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	\$1.63		
945	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	\$2.19		
946	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	\$3.29		
947	INTERCONNECTION COSTS:						
948	ILEC TO CLEC CONNECTION						
949	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$3.86	\$156.02	
950	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$3.86	\$156.02	
951	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$295.42	\$3,105.79	
952	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$6.07	\$486.89	
953	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$115.30	\$1,809.40	
954	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$5.69	\$116.67	
955	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$3.76	\$495.49	
956	CLEC TO CLEC CONNECTION						
957	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	\$0.82		
958	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	\$0.57		
959	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	\$0.50		
960	Route Design		NRFCX			\$424.88	
961	Connection for DS1	cable)	S8GFL	\$0.18	\$0.18	\$0.00	
962	Connection for DS3	cable)	S8GFM	\$0.12	\$0.12	\$0.00	
963	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.31	\$0.00	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
964	PROJECT MANAGEMENT						
965	CEV, HUT & CABINET						
966	Project Coordination		Per CLEC Application	NRFCK		\$631.17	
967	TIME SENSITIVE ACTIVITIES						
968	PRE-VISITS						
969	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour	NRFCR		\$23.23	
970	Comm. Tech - Craft		Per 1/4 Hour	NRFCS		\$19.60	
971	CO Manager - 1st Level		Per 1/4 Hour	NRFCCT		\$19.72	
972	Floor Space Planning - 1st Level		Per 1/4 Hour	NRFCU		\$19.24	
973	CONSTRUCTION VISITS						
974	Project Manager - 1st Level		Per 1/4 Hour	NRFCV		\$19.24	
975	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour	NRFCZ		\$23.23	
976							
977	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS						
978	REAL ESTATE						
979	Site Conditioning		ft)	S8GCL		\$92.81	
980	Safety & Security		ft)	S8GCN		\$195.57	
981	Floor Space Usage		ft)	S8GCK	\$64.21	\$64.21	
982	COMMON SYSTEMS						
983	Common Systems - Cageless		ft)	S8GCM	\$9.35	\$9.35	\$760.45
984	PLANNING						
985	Planning - Central Office		ft)	S8GCB	\$1.13	\$1.13	\$75.54
986	Planning		Per Request	NRFCJ		\$4,601.93	
987	Planning - Subsequent Inter. Cabling		Per Request	NRFCCE		\$2,267.04	
988	Planning - Subsequent Power Cabling		Per Request	NRFCF		\$2,306.10	
989	Planning - Subs. Inter./Power Cabling		Per Request	NRFCG		\$2,884.60	
990	Planning - Non-Standard		Per Request	NRFCCH		\$1,436.00	
991	POWER PROVISIONING						
992	Power Panel:						
993	50 Amp		Per Power Panel	S8GC8	\$15.77	\$15.77	\$3,079.47
994	200 Amp		Per Power Panel	S8GC9	\$18.75	\$18.75	\$3,659.46
995	Power Cable and Infrastructure:						
996	2-10 Amp Feeds		Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$5.83	\$2,100.33
997	2-20 Amp Feeds		Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$7.74	\$2,262.52
998	2-30 Amp Feeds		Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$8.35	\$2,424.71
999	2-40 Amp Feeds		Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$8.96	\$2,586.91
1000	2-50 Amp Feeds		Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$9.57	\$2,749.10
1001	2-100 Amp Feeds		Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$11.39	\$3,236.32
1002	Equipment Grounding:						
1003	Ground Cable Placement		Per Frame	S8GDB	\$0.33	\$0.33	\$15.32
1004	DC POWER AMPERAGE CHARGE						
1005	HVAC		Per 10 Amps	S8GCS	\$14.62	\$14.62	
1006	Per Amp		Per Amp	S8GCR	\$10.61	\$10.61	
1007	CEV, HUT & Cabinets		Per 2 inch mounting space	S8GCT	\$1.27	\$1.27	
1008	FIBER CABLE PLACEMENT						
1009	Central Office:						

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1010	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$4.85	\$1,619.88	
1011	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	\$8.76		
1012	CEV, HUT & Cabinets:						
1013	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH			\$53.58	
1014	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	\$2.61		
1015	MISCELLANEOUS & OPTIONAL COST:						
1016	MISCELLANEOUS COSTS						
1017	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$0.08	\$14.81	
1018	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$3.58	\$698.82	
1019	Space Availability Report	Per Premise	NRFCQ			\$168.04	
1020	Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
1021	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
1022	CAGELESS / POT BAY OPTIONS						
1023	Standard Equipment Bay	Each	NRFCO	\$8.89	\$8.89	\$721.28	
1024	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$17.78	\$3,470.81	
1025	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$3.10	\$605.64	
1026	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$8.08	\$1,576.65	
1027	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$2.38	\$465.47	
1028	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$0.45	\$87.35	
1029	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$1.52	\$297.00	
1030	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$1.37	\$267.88	
1031	CEV, HUT, CABINET						
1032	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	\$1.64		
1033	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	\$1.77		
1034	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	\$0.77		
1035	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	\$1.33		
1036	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	\$1.63		
1037	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	\$2.19		
1038	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	\$3.29		
1039	INTERCONNECTION COSTS:						
1040	ILEC TO CLEC CONNECTION						
1041	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$4.92	\$1,027.16	
1042	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$4.92	\$1,027.16	
1043	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$297.44	\$3,613.06	
1044	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$9.79	\$1,346.48	
1045	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$115.58	\$2,181.58	
1046	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$7.14	\$603.89	
1047	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$6.55	\$1,779.78	
1048	CLEC TO CLEC CONNECTION						
1049	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	\$0.82		
1050	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	\$0.57		
1051	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	\$0.50		
1052	Route Design		NRFCX			\$424.88	
1053	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$1.41	\$982.35	
1054	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$1.30	\$433.86	
1055	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1.38	\$1,404.07	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1056	PROJECT MANAGEMENT							
1057	CEV, HUT & CABINET							
1058	Project Coordination		Per CLEC Application	NRFCCK			\$631.17	
1059	TIME SENSITIVE ACTIVITIES							
1060	PRE-VISITS							
1061	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour	NRFCR			\$23.23	
1062	Comm. Tech - Craft		Per 1/4 Hour	NRFCS			\$19.60	
1063	CO Manager - 1st Level		Per 1/4 Hour	NRFCCT			\$19.72	
1064	Floor Space Planning - 1st Level		Per 1/4 Hour	NRFCU			\$19.24	
1065	CONSTRUCTION VISITS							
1066	Project Manager - 1st Level		Per 1/4 Hour	NRFCV			\$19.24	
1067	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour	NRFCZ			\$23.23	
1068								
1069	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON							
1070	REAL ESTATE							
1071	Site Conditioning		ft)	S8FWC			\$92.81	
1072	Safety & Security		ft)	S8FWG			\$195.57	
1073	Floor Space Usage		Per Linear Foot	S8GCO	\$24.87	\$24.87		
1074	COMMON SYSTEMS							
1075	Common Systems - Common		Per Linear Foot	S8GCP	\$3.62	\$3.62	\$294.37	
1076	PLANNING							
1077	Planning - Central Office		Per Linear Foot	S8GCC	\$0.44	\$0.44	\$29.24	
1078	Planning		Per Request	NRFCJ			\$4,601.93	
1079	Planning - Subsequent Inter. Cabling		Per Request	NRFCCE			\$2,267.04	
1080	Planning - Subsequent Power Cabling		Per Request	NRFCF			\$2,306.10	
1081	Planning - Subs. Inter./Power Cabling		Per Request	NRFCG			\$2,884.60	
1082	Planning - Non-Standard		Per Request	NRFCH			\$1,436.00	
1083	POWER PROVISIONING							
1084	Power Panel:							
1085	50 Amp		provides)	NONE				
1086	200 Amp		provides)	NONE				
1087	Power Cable and Infrastructure:							
1088	Power Cable Rack		Per Four Power Cables or Quad	NONE				
1089	2-10 Amp Feeds		(CLEC Provided)	C1F31	\$0.25	\$0.25	\$48.23	
1090	2-20 Amp Feeds		(CLEC Provided)	S8GF1	\$0.25	\$0.25	\$48.23	
1091	2-30 Amp Feeds		(CLEC Provided)	C1F32	\$0.25	\$0.25	\$48.23	
1092	2-40 Amp Feeds		(CLEC Provided)	C1F33	\$0.25	\$0.25	\$48.23	
1093	2-50 Amp Feeds		(CLEC Provided)	S8GF2	\$0.25	\$0.25	\$48.23	
1094	2-100 Amp Feeds		(CLEC Provided)	S8GF3	\$0.25	\$0.25	\$48.23	
1095	Equipment Grounding:							
1096	Ground Cable Placement		Per Linear Foot	S8GDC	\$0.13	\$0.13	\$5.93	
1097	DC POWER AMPERAGE CHARGE							
1098	HVAC		Per 10 Amps	S8GCS	\$14.62	\$14.62		
1099	Per Amp		Per Amp	S8GCR	\$10.61	\$10.61		
1100	FIBER CABLE PLACEMENT							
1101	Central Office:							

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1102	Fiber Cable	Vendor Pulls Cable)	S8FQ9	\$4.85	\$4.85	\$809.13	
1103	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	\$8.76		
1104	MISCELLANEOUS & OPTIONAL COST:						
1105	MISCELLANEOUS COSTS						
1106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$0.08	\$14.81	
1107	Bits Timing	Per two circuits	S8FQT	\$3.58	\$3.58	\$698.82	
1108	Space Availability Report	Per Premise	NRFCQ			\$168.04	
1109	Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
1110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
1111	CAGE COMMON COSTS						
1112	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$1.00	\$157.00	
1113	INTERCONNECTION COSTS:						
1114	ILEC TO CLEC CONNECTION						
1115	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$3.86	\$156.02	
1116	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$3.86	\$156.02	
1117	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$295.42	\$3,105.79	
1118	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$6.07	\$486.89	
1119	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$115.30	\$1,809.40	
1120	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$5.69	\$116.67	
1121	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$3.76	\$495.49	
1122	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON						
1123	REAL ESTATE						
1124	Site Conditioning	Per Bay	S8GCL			\$92.81	
1125	Safety & Security	Per Frame	S8GCN			\$195.57	
1126	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	\$24.87		
1127	COMMON SYSTEMS						
1128	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$3.62	\$294.37	
1129	PLANNING						
1130	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$0.44	\$29.24	
1131	Planning	Per Request	NRFCJ			\$4,601.93	
1132	Planning - Subsequent Inter. Cabling	Per Request	NRFCF			\$2,267.04	
1133	Planning - Subsequent Power Cabling	Per Request	NRFCF			\$2,306.10	
1134	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG			\$2,884.60	
1135	Planning - Non-Standard	Per Request	NRFCF			\$1,436.00	
1136	POWER PROVISIONING						
1137	Power Panel:						
1138	50 Amp	Per Power Panel	S8GC8	\$15.77	\$15.77	\$3,079.47	
1139	200 Amp	Per Power Panel	S8GC9	\$18.75	\$18.75	\$3,659.46	
1140	Power Cable and Infrastructure:						
1141	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$5.83	\$1,378.83	
1142	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$7.74	\$1,570.84	
1143	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$8.35	\$1,700.70	

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1144	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$8.96	\$1,830.56	
1145	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$9.57	\$1,954.85	
1146	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$11.39	\$2,344.44	
1147	Equipment Grounding:						
1148	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$0.13	\$5.93	
1149	DC POWER AMPERAGE CHARGE						
1150	HVAC	Per 10 Amps	S8GCS	\$14.62	\$14.62		
1151	Per Amp	Per Amp	S8GCR	\$10.61	\$10.61		
1152	FIBER CABLE PLACEMENT						
1153	Central Office:						
1154	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$4.85	\$1,619.88	
1155	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	\$8.76		
1156	MISCELLANEOUS & OPTIONAL COST:						
1157	MISCELLANEOUS COSTS						
1158	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$0.08	\$14.81	
1159	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$3.58	\$698.82	
1160	Space Availability Report	Per Premise	NRFCQ			\$168.04	
1161	Security Access / ID Cards	Per Five Cards	NRFCM			\$123.35	
1162	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN			\$203.35	
1163	CAGE COMMON COSTS						
1164	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$1.00	\$157.00	
1165	INTERCONNECTION COSTS:						
1166	ILEC TO CLEC CONNECTION						
1167	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$4.92	\$1,027.16	
1168	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$4.92	\$1,027.16	
1169	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$297.44	\$3,613.06	
1170	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$9.79	\$1,346.48	
1171	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$115.58	\$2,181.58	
1172	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$7.14	\$603.89	
1173	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$6.55	\$1,779.78	
1174							
1175	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL						
1176	REAL ESTATE						
1177	Site Conditioning	Per Frame	S8FX5			\$92.81	
1178	Safety & Security	Per Frame	S8FX6			\$195.57	
1179	Floor Space Usage	Per Frame	S8F62	\$28.91	\$28.91		
1180	COMMON SYSTEMS						
1181	Common Systems - Standard	Per Frame	S8F64	\$10.75	\$10.75		
1182	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	\$19.36		
1183	PLANNING						
1184	Planning	Per Request	NRM99			\$5,555.76	
1185	Planning - Subsequent Inter. Cabling	Per Request	NRMA3			\$2,224.49	
1186	Planning - Subsequent Power Cabling	Per Request	NRMAA			\$2,303.84	
1187	Planning - Subs. Inter./Power Cabling	Per Request	NRMXX			\$2,882.61	
1188	POWER PROVISIONING						
1189	Power Cable and Infrastructure:						

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1190		Power Cable Rack	Per Four Power Cables or Quad	NONE				
1191		2-10 Amp Feeds	(CLEC Provided)	C1F37	\$0.52	\$0.52		
1192		2-20 Amp Feeds	(CLEC Provided)	S8GFO	\$0.52	\$0.52		
1193		2-30 Amp Feeds	(CLEC Provided)	C1F38	\$0.52	\$0.52		
1194		2-40 Amp Feeds	(CLEC Provided)	C1F39	\$0.52	\$0.52		
1195		2-50 Amp Feeds	(CLEC Provided)	S8GFP	\$0.52	\$0.52		
1196		Equipment Grounding:						
1197		Ground Cable Placement	Per Frame	S8F69	\$0.36	\$0.36		
1198		DC POWER AMPERAGE CHARGE						
1199		HVAC	Per 10 Amps	S8FXO	\$14.62	\$14.62		
1200		Per Amp	Per Amp	S8FXN	\$10.61	\$10.61		
1201		CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	\$1.27		
1202		FIBER CABLE PLACEMENT						
1203		Central Office:						
1204		Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$11.01	\$1,971.42	
1205		Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	\$8.17		
1206		CEV, HUT & Cabinets:						
1207		Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ			\$53.58	
1208		Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	\$2.61		
1209		MISCELLANEOUS & OPTIONAL COST:						
1210		MISCELLANEOUS COSTS						
1211		Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$0.08	\$14.81	
1212		Bits Timing	Per two circuits	S8FXS	\$3.58	\$3.58	\$698.82	
1213		VIRTUAL FRAME OPTIONS						
1214		Standard Equipment Bay	Each (CLEC Provided)	NONE				
1215		CEV, HUT, CABINET						
1216		24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	\$1.64		
1217		16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	\$1.77		
1218		Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	\$0.77		
1219		Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	\$1.33		
1220		Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	\$1.63		
1221		Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	\$2.19		
1222		Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	\$3.29		
1223		INTERCONNECTION COSTS:						
1224		ILEC TO CLEC CONNECTION						
1225		Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$3.86	\$225.02	
1226		Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$3.86	\$225.02	
1227		DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$295.42	\$3,496.22	
1228		DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$6.07	\$651.13	
1229		DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$115.30	\$2,186.12	
1230		DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$5.69	\$204.42	
1231		Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$10.47	\$152.71	

TBD -To be determined
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NA -Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1232	VIRTUAL TO VIRTUAL CONNECTION						
1233	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	\$0.90		
1234	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	\$0.49		
1235	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	\$0.35		
1236	Route Design		NRLWF			\$463.36	
1237	Connection for DS1	cable)	S8GFQ	\$0.41	\$0.41	\$0.00	
1238	Connection for DS3	cable)	S8GFR	\$0.27	\$0.27	\$0.00	
1239	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.81	\$0.00	
1240	PROJECT MANAGEMENT						
1241	CEV, HUT & CABINET						
1242	Project Coordination	Per CLEC Application Augment	NRFCCK			\$631.17	
1243	EQUIPMENT MAINTENANCE AND SECURITY ESCORT						
1244	CENTRAL OFFICE TYPE						
1245	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK			\$15.15	
1246	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN			\$242.35	
1247	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7			\$15.15	
1248	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8			\$15.15	
1249	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9			\$242.35	
1250	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7			\$15.15	
1251	CEV, HUT & CABINET						
1252	Per Visit	4 Hour Minium - Initial	NRMJ9			\$242.35	
1253	Per Visit	Per 1/4 Hour - Additional	NRML7			\$15.15	
1254	ADDITIONAL LABOR ELEMENTS						
1255	TRAINING						
1256	Communications Tech	Per 1/2 Hour	NRMCD			\$39.21	
1257	CO Manager	Per 1/2 Hour	NRME9			\$39.45	
1258	Power Engineer	Per 1/2 Hour	NRMF9			\$38.47	
1259	Equipment Engineer	Per 1/2 Hour	NRMHJ			\$38.47	
1260	EQUIPMENT EVALUATION COST						
1261	Equipment Engineer	Per 1/2 Hour	NRMO9			\$38.47	
1262	TEST AND ACCEPTANCE						
1263	Communications Tech	Per 1/2 Hour	NRMP2			\$39.21	
1264							
1265	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL						
1266	REAL ESTATE						
1267	Site Conditioning	Per Frame	S8FX5			\$92.81	
1268	Safety & Security	Per Frame	S8FX6			\$195.57	
1269	Floor Space Usage	Per Frame	S8FX1	\$28.91	\$28.91		
1270	COMMON SYSTEMS						
1271	Common Systems - Standard	Per Frame	S8FX3	\$10.75	\$10.75		
1272	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	\$19.36		
1273	PLANNING						
1274	Planning	Per Request	NRM99			\$5,555.76	
1275	Planning - Subsequent Inter. Cabling	Per Request	NRMA3			\$2,224.49	
1276	Planning - Subsequent Power Cabling	Per Request	NRMAA			\$2,303.84	
1277	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX			\$2,882.61	

1BD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1278	POWER PROVISIONING							
1279	Power Cable and Infrastructure:							
1280	2-10 Amp Feeds		Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$5.83	\$1,378.83	
1281	2-20 Amp Feeds		Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$7.74	\$1,570.84	
1282	2-30 Amp Feeds		Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$8.35	\$1,700.70	
1283	2-40 Amp Feeds		Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$8.96	\$1,830.56	
1284	2-50 Amp Feeds		Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$9.57	\$1,954.85	
1285	Equipment Grounding:							
1286	Ground Cable Placement		Per Frame	S8FX9	\$0.36	\$0.36		
1287	DC POWER AMPERAGE CHARGE							
1288	HVAC		Per 10 Amps	S8FXO	\$14.62	\$14.62		
1289	Per Amp		Per Amp	S8FXN	\$10.61	\$10.61		
1290	CEV, HUT & Cabinets		Per 2 inch mounting space	S8FXP	\$1.27	\$1.27		
1291	FIBER CABLE PLACEMENT							
1292	Central Office:							
1293	Fiber Cable		Per Fiber Cable Sheath	S8F8F	\$11.01	\$11.01	\$1,971.42	
1294	Entrance Conduit		Per Fiber Cable Sheath	S8F8G	\$8.17	\$8.17		
1295	CEV, HUT & Cabinets:							
1296	Fiber Cable Placement		Per Fiber Cable Sheath	S8FXQ			\$53.58	
1297	Entrance Conduit		Per Fiber Cable Sheath	S8FXR	\$2.61	\$2.61		
1298	MISCELLANEOUS & OPTIONAL COST:							
1299	MISCELLANEOUS COSTS							
1300	Timing Lead (1 pair per circuit)		Per Linear Foot, Per pair	S8FXT	\$0.08	\$0.08	\$14.81	
1301	Bits Timing		Per two circuits	S8FXS	\$3.58	\$3.58	\$698.82	
1302	VIRTUAL FRAME OPTIONS							
1303	Standard Equipment Bay		Each	S8FX2	\$22.19	\$22.19		
1304	CEV, HUT, CABINET							
1305	24 Foot CEV		2 Inch Mounting Space	S8FXZ	\$1.64	\$1.64		
1306	16 Foot CEV		2 Inch Mounting Space	S8FY6	\$1.77	\$1.77		
1307	Maxi-Hut		2 Inch Mounting Space	S8FXX	\$0.77	\$0.77		
1308	Mini-Hut		2 Inch Mounting Space	S8FXY	\$1.33	\$1.33		
1309	Large Cabinet		2 Inch Mounting Space	S8FXU	\$1.63	\$1.63		
1310	Medium Cabinet		2 Inch Mounting Space	S8FXV	\$2.19	\$2.19		
1311	Small Cabinet		2 Inch Mounting Space	S8FXW	\$3.29	\$3.29		
1312	INTERCONNECTION COSTS:							
1313	ILEC TO CLEC CONNECTION							
1314	Voice Grade Arrangement		100 Copper Pairs	S8FXC	\$4.94	\$4.94	\$1,481.37	
1315	Voice Grade Arrangement		100 Shielded Pairs	S8FXD	\$4.94	\$4.94	\$1,481.37	
1316	DS1 Arrangement - DCS		28 DS1	S8FXE	\$297.44	\$297.44	\$4,067.27	
1317	DS1 Arrangement - DSX		28 DS1	S8FXF	\$9.79	\$9.79	\$1,800.69	
1318	DS3 Arrangement - DCS		1 DS3	S8FXG	\$115.59	\$115.59	\$2,635.79	
1319	DS3 Arrangement - DSX		1 DS3	S8FXH	\$7.14	\$7.14	\$1,058.10	
1320	Fiber Arrangement		12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$6.55	\$1,996.19	
1321	VIRTUAL TO VIRTUAL CONNECTION							
1322	Cable Racking and Hole for Optical		Per Cable	S8FY7	\$0.90	\$0.90		
1323	Cable Racking and Hole for DS1		Per Cable	S8FY8	\$0.49	\$0.49		

TBD - To be determined
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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1324	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	\$0.35		
1325	Route Design		NRML9			\$463.36	
1326	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$3.34	\$930.53	
1327	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$3.26	\$706.77	
1328	Connection for Optical	Per Cable	S8FXK	\$3.32	\$3.32	\$1,095.09	
1329	PROJECT MANAGEMENT						
1330	CEV, HUT & CABINET						
1331	Project Coordination	Per CLEC Application Augment	NRFCCK			\$631.17	
1332	EQUIPMENT MAINTENANCE AND SECURITY ESCORT						
1333	CENTRAL OFFICE TYPE						
1334	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK			\$15.15	
1335	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN			\$242.35	
1336	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7			\$15.15	
1337	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8			\$15.15	
1338	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9			\$242.35	
1339	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7			\$15.15	
1340	CEV, HUT & CABINET						
1341	Per Visit	4 Hour Minium - Initial	NRMJ9			\$242.35	
1342	Per Visit	Per 1/4 Hour - Additional	NRML7			\$15.15	
1343	ADDITIONAL LABOR ELEMENTS						
1344	TRAINING						
1345	Communications Tech	Per 1/2 Hour	NRMCD			\$39.21	
1346	CO Manager	Per 1/2 Hour	NRME9			\$39.45	
1347	Power Engineer	Per 1/2 Hour	NRMF9			\$38.47	
1348	Equipment Engineer	Per 1/2 Hour	NRMHJ			\$38.47	
1349	EQUIPMENT EVALUATION COST						
1350	Equipment Engineer	Per 1/2 Hour	NRMO9			\$38.47	
1351	TEST AND ACCEPTANCE						
1352	Communications Tech	Per 1/2 Hour	NRMP2			\$39.21	
1353							
1354	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE						
1355	PLANNING						
1356	Planning - Initial	Per Request	NRFA1			\$9,268.73	
1357	Planning - Subsequent	Per Request	NRFA2			\$1,606.77	
1358	REAL ESTATE						
1359	Land Rental	Per Square Foot	S8GEN	\$0.44	\$0.44		
1360	POWER PROVISIONING						
1361	Power Cable and Infrastructure:						
1362	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE				
1363	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE				
1364	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE				

TBD -To be determined
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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1365		2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
1366		AC Service:					
1367		Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
1368		AC Usage	Per KWH	S8GEO	\$0.05	\$0.05	
1369		DC POWER AMPERAGE CHARGE					
1370		Per Amp	Per Amp	S8GCR	\$10.61	\$10.61	
1371		FIBER CABLE PLACEMENT					
1372		Fiber Installation	Vendor Pulls Cable)	S8GF4	\$2.13	\$2.13	\$488.48
1373		Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	\$1.55	
1374		CABLE RACK					
1375		DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$13.64	\$2,667.22
1376		Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	\$20.63	
1377		Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	\$30.63	
1378		CONDUIT PLACEMENT					
1379		DC Power Cable Rack	Per Rack	S8GES			\$7,386.71
1380		Fiber Cable Rack	Per Rack	S8GET			\$4,711.89
1381		Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU			\$5,545.50
1382		INTERCONNECTION COSTS:					
1383		ILEC TO CLEC CONNECTION					
1384		Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$3.86	\$156.02
1385		Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$3.86	\$156.02
1386		DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$295.42	\$3,105.79
1387		DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$6.07	\$486.89
1388		DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$115.30	\$1,809.40
1389		DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$5.69	\$116.67
1390		Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$3.76	\$495.49
1391							
1392		AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
1393		PLANNING					
1394		Planning - Initial	Per Request	NRFA1		\$9,268.73	
1395		Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
1396		REAL ESTATE					
1397		Land Rental	Per Square Foot	S8GEN	\$0.44	\$0.44	
1398		POWER PROVISIONING					
1399		Power Cable and Infrastructure:					
1400		2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$13.84	\$7,853.86
1401		2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$13.84	\$14,584.00
1402		2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$13.84	\$20,338.00
1403		2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$13.84	\$28,143.00
1404		AC Service:					
1405		Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW			\$6,447.00

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1406	AC Usage	Per KWH	S8GEO	\$0.05	\$0.05		
1407	DC POWER AMPERAGE CHARGE						
1408	Per Amp	Per Amp	S8GCR	\$10.61	\$10.61		
1409	FIBER CABLE PLACEMENT						
1410	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$2.13	\$976.96	
1411	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	\$1.55		
1412	CABLE RACK						
1413	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$13.64	\$2,667.22	
1414	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	\$20.63		
1415	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	\$30.63		
1416	CONDUIT PLACEMENT						
1417	DC Power Cable Rack	Per 2-Duct	S8GES			\$7,386.71	
1418	Fiber Cable Rack	Per 1-Duct	S8GET			\$4,711.89	
1419	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU			\$5,545.50	
1420	INTERCONNECTION COSTS:						
1421	ILEC TO CLEC CONNECTION						
1422	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$6.19	\$1,371.93	
1423	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$6.19	\$1,371.93	
1424	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$439.98	\$2,341.45	
1425	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$35.04	\$2,341.45	
1426	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$242.36	\$598.33	
1427	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$12.36	\$598.33	
1428	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$8.25	\$3,751.22	
1429							
1430	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE						
1431	PLANNING						
1432	Planning	Per Request	NRFA3			\$1,254.32	
1433	CONDUIT						
1434	Conduit Space	Per Innerduct	S8GEW	\$1.17	\$1.17		
1435	INTERCONNECTION COSTS:						
1436	ILEC TO CLEC CONNECTION						
1437	Voice Grade/DS0 Arrangement	(CLEC Vendor Pulls and Installs	S8GF5	\$311.43	\$311.43		
1438	DS1 Arrangement - DCS	(CLEC Vendor Pulls and Installs	S8GF6	\$439.96	\$439.96		
1439	DS1 Arrangement - DSX	(CLEC Vendor Pulls and Installs	S8GF7	\$35.03	\$35.03		
1440	DS1 Arrangement - MDF	(CLEC Vendor Pulls and Installs	S8GF8	\$311.43	\$311.43		
1441	Fiber Arrangement	FDF) (CLEC Vendor Pulls and	S8GF9	\$9.02	\$9.02		
1442							
1443	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE						
1444	PLANNING						
1445	Planning	Per Request	NRFA3			\$1,254.32	
1446	CONDUIT						
1447	Conduit Space	Per Innerduct	S8GEW	\$1.17	\$1.17		
1448	INTERCONNECTION COSTS:						
1449	ILEC TO CLEC CONNECTION						
1450	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$311.43	\$485.31	
1451	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$439.96	\$1,830.99	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1452	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$35.03	\$1,830.99	
1453	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$311.43	\$485.31	
1454	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$9.02	\$3,370.20	
1455							
1456	RATES AND CHARGES FOR						
1457	COMPLETE SPACE DISCONTINUANCE						
1458	Application Fee	Per Request	NRFX1			\$503.95	
1459	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2			\$2,883.10	
1460	Remove Fiber Jumpers	Per linear foot	NRFX3			\$18.79	
1461	Remove Fiber Cables	Per linear foot	NRFX4			\$14.43	
1462	Remove VF/DS0 Cable	Per linear foot	NRFX5			\$2.60	
1463	Remove DS1 Cable	Per linear foot	NRFX6			\$4.89	
1464	Remove DS3 Cable (Coax)	Per linear foot	NRFX7			\$3.57	
1465	Remove Timing Cable	Per Request	NRFX8			\$9.64	
1466	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9			\$24.76	
1467	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA			\$22.73	
1468	Remove Cage Grounding Material	bar	NRFXB			\$1,462.85	
1469	Remove Fiber Entrance Cable	Per cable removal job	NRFXC			\$1,664.00	
1470	Infrastructure Maps & Records	Per cable removal job	NRFXD			\$104.00	
1471	Engineering Work Order	Per cable removal job	NRFXE			\$104.00	
1472	Work Group Information Distribution	Per cable removal job	NRFXF			\$104.00	
1473	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG			\$71.79	
1474	Floor Restoration Contractor Trip Charge	Per trip	NRFXH			\$144.63	
1475	Restore Floor Tile	Per Non-Standard Bay	NRFXJ			\$81.53	
1476							
1477	RATES AND CHARGES FOR						
1478	SPACE REASSIGNMENT/RESTENCILING						
1479	Application Fee	Per Request	NRFXK			\$503.95	
1480	Project Management Fee – Space Reassignment	Per Request	NRFXL			\$2,883.10	
1481	Restencil DS0/DSL Block	Per 100 pair block	NRFXM			\$15.33	
1482	Restencil DS1 Block	Per 28 DS1s	NRFXN			\$6.02	
1483	Restencil DS3 Coax Cable	Per cable	NRFXO			\$4.90	
1484	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP			\$91.95	
1485	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ			\$61.30	
1486	Restencil Power and tag cables	Per 1-4 feeds	NRFXR			\$107.28	
1487	Restencil Timing Source and tag cable	Per cable	NRFXS			\$122.60	
1488	Timing Record Book Update	Per element	NRFXT			\$45.98	
1489	Interconnection Records Update	Per element	NRFXU			\$296.61	
1490	Power Records Update	Per element	NRFXV			\$355.94	
1491	Vendor Engineering	Per Space Reassignment job	NRFXW			\$711.88	
1492							
1493	RATES AND CHARGES FOR						
1494	POWER REDUCTION (CABLE REMOVAL)						
1495	Application Fee	Per Request	NRFXX			\$503.95	
1496	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY			\$2,220.45	
1497	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ			\$24.76	

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
Aug 28, 2006

APPENDIX PRICING/ALL TRAFFIC
ATT W/CLEC

Line	WISCONSIN			USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
					Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1498		Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1			\$22.73	
1499								
1500		RATES AND CHARGES FOR						
1501		POWER REDUCTION (REFUSING ONLY)						
1502		Application Fee	Per Request	NRFY2			\$503.95	
1503		Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3			\$1,562.80	
1504		Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4			\$2,004.57	
1505		Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5			\$367.81	
1506		Restencil Power and tag cables	Per 1-4 feeds	NRFY6			\$107.28	
1507		Power Records Update	Per element	NRFY7			\$355.94	
1508		Vendor Engineering	Per Space Reassignment job	NRFY8			\$711.88	
1509		Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9			\$490.41	
1510		Restencil Power and tag cables	Per 1-4 feeds	NRFYA			\$107.28	
1511		Power Records Update	Per element	NRFYB			\$355.94	
1512		Vendor Engineering	Per Space Reassignment job	NRFYC			\$711.88	
1513								
1514		RATES AND CHARGES FOR						
1515		INTERCONNECTION TERMINATION REDUCTION						
1516		Application Fee	Per Request	NRFYD			\$503.95	
1517		Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE			\$2,441.33	
1518		Remove VF/DS0 Cable	Per linear foot	NRFYF			\$2.60	
1519		Remove DS1 Cable	Per linear foot	NRFYG			\$4.89	
1520		Remove DS3 Cable (Coax)	Per linear foot	NRFYH			\$3.57	
1521		Remove Fiber Cables	Per linear foot	NRFYJ			\$14.43	
1522		Remove Fiber Jumpers	Per linear foot	NRFYK			\$18.79	
1523		The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 or the \$0.10 IDLC conversion charge will be added to the new unbundled loop rates.						
1524		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff , P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.						

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T") and Northern Telephone & Data Corporation ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Wisconsin.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated August 22, 2000 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

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; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and 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/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.

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

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. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law”, “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
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 upon filing with 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 16th day of November, 2007, by Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Northern Telephone & Data Corporation

By: [Signature]
Printed: William K. Miller
Title: PRESIDENT
(Print or Type)
Date: 11-13-07

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

By: [Signature]
Printed: Eddie A. Reed, Jr.
Title: Director - Contract Management
(Print or Type)
Date: 11-16-07

UNE OCN # 1519

ACNA: NDT

WISCONSIN 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 the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii). CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway.
- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, and cooperative or planned unit development that allocate more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 Intentionally left blank.
- 0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.5 Hybrid Loop is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 Intentionally left blank.
- 0.1.8 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.
- 0.1.9 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.
- 0.1.10 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.
- 0.1.11 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.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the 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.”

- 0.1.13 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.
- 0.1.14 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 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.
- 0.1.15 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).
- 0.1.16 Intentionally left blank.
- 0.1.17 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.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).
- 0.1.19 Intentionally left blank.
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place AT&T will develop and implement processes, subject to any associated rates, terms and conditions applicable under this interconnection agreement. AT&T shall use

existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, AT&T shall determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable.

0.1.22 “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).

0.1.23 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements.

1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

- (i) [Intentionally left blank.]
- (ii) OCn level dedicated transport¹;
- (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- (iv) OCn loops;
- (v) the feeder portion of the loop as a stand alone UNE under Section 251;
- (vi) packet switching, including routers and DSLAMs;
- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities, except as provided for in Section 11.2 of this Attachment;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
- (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
- (xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in

¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.

- 1.3.2 For any TRO Affected Element that AT&T provides notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 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 (does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the transition involves only a billing change, the applicable record charge will be the only applicable charge. If the transition involves more than a billing change, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. 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 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 a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.
- 1.5 Intentionally Left Blank.

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 Sections 1.0 and 2.0.

- 2.1 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, except as follows:
- 2.1.1 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) as may be modified by effective orders issued by the Wisconsin Utility Regulatory Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. 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. The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE- 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.

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.

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 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 unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO 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 the ULS/UNE-P Transition Plan established by the FCC in the TRRO 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 When a CLEC converts from UNE-P to Total Resale the CLEC will only pay a record order charge. AT&T will determine the charges for a conversion from UNE-P to Local Wholesale Complete. For a conversion from UNE-P to UNE-Loop, AT&T may charge for physical work and any other applicable order charges.

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 rates determined by AT&T. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 Intentionally left blank

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 or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity 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.

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 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), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(e)(2), 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 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 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 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, AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available 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 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 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.

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 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, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. 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 the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO 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 applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

3.2.2.3 Intentionally left blank.

3.2.2.4 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.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 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 the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as 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 Wisconsin Utility Regulatory Commission 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 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 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 can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. 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 its list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 AT&T may update the wire center list as changes occur
- 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 4.1.1.4 In the event the CLEC disagrees with AT&T's determination and desires not to have the applicable established DS1/DS3 High Capacity 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 this Section 4.0 of this Amendment to self-certify against AT&T WISCONSIN's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 180 days from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination 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 Wisconsin Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC files a self-certification, withdraws that self-certification and later wishes to refile a self certification, it is not foreclosed if it is purchasing no services in the Wire Center or over the transport route in question. If CLEC is purchasing services which would be affected, CLEC shall be permitted one such refiling of the self-certification per Wire Center.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities 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 of its direct case testimony and exhibits which may reasonably

be supplemented. To the extent to which 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, which Accessible Letter will include the case number and directions for accessing the docket on the Wisconsin Utility Regulatory Commission's website. 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 Wisconsin Utility Regulatory Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Wisconsin Utility Regulatory Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows

4.1.3.1 For wire centers designated by AT&T WISCONSIN prior to March 11, 2005 and

4.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

4.1.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 3.2 of this Amendment between March 11, 2005 and the end of the initial TRRO transition period described in Section 3.3. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2 of this Amendment. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

4.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T WISCONSIN's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2 of this Amendment. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

4.1.3.2 For wire centers designated by AT&T WISCONSIN after March 11, 2005,

4.1.3.2.1 For affected loop/transport elements ordered before AT&T WISCONSIN's wire center designation,

4.1.3.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 3.3 of this Amendment, CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T WISCONSIN's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 4.1.1.7 of this Amendment.

4.1.3.2.1.2 if the applicable transition period is after the initial *TRRO* transition period described in Section 3.3 of this Amendment has expired, CLEC will provide true-up based on the transitional rate described in Section 4.1.1.7 of this Amendment between the date that is thirty (30) days after AT&T WISCONSIN's notice of non-impairment and the end of the applicable transition period described in Section 4.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 4.1.1.7 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

4.1.3.2.2 For affected loop/transport elements ordered after AT&T WISCONSIN's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T WISCONSIN's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 4.1.1.7 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute. If the Commission or CLEC seeks additional information, such requests shall be resolved through the discovery process as described by the Commissions' standard discovery procedure and shall be limited to information relative to the wire center(s) in dispute.

4.2 Intentionally left blank.

4.3 The provisions of Section 3.2.2 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T WISCONSIN in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.4 Intentionally left blank.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T WISCONSIN have failed to reach agreement under Section 3.2.2.4 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.
- 4.7 Intentionally left blank.
- 4.8 Intentionally left blank.
- 4.9 Intentionally left blank.
- 4.10 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 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.

5.0 Commingling and Commingled Arrangements.

- 5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in Wisconsin except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Wisconsin. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in Wisconsin under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Wisconsin. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
 - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
 - 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 Intentionally left blank.
- 5.4 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

- 5.6 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 Intentionally left blank.
- 5.9 Intentionally left blank
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 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 Requirements 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 Mandatory 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 such it will meet the EELs Mandatory 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 lower 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 Mandatory 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 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 criteria set forth in this Section 6.0 shall apply in 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 Section 6.0 of this Attachment 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 collocater; 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 collocater.

- 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 6.3.2(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 Intentionally left blank.
- 6.3.7 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 requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the Mandatory Eligibility Criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.8 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Wisconsin with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Mandatory Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Wisconsin, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also 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 shall not be substantially dependent upon either Party for work.
- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying Mandatory Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.
- 6.3.8.3 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.
- 6.3.8.4 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 Mandatory 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 Mandatory 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, 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 Mandatory 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, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications 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 eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.
- 6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling for EEL elements only pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA 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 capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 Intentionally left blank.

6.6 Other than the service 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 a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used or ordered by CLEC where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an

equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings. AT&T WISCONSIN will place drops in the same manner as it does for its own customers.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not obligated to perform such activities.

8.1.4 Intentionally left blank.

8.1.5 Intentionally left blank.

8.1.6 AT&T WISCONSIN shall provide routine network modifications at the rates set out in Price Schedule.

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. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

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 a CLEC. However, when a CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Intentionally left blank.

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge

is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then AT&T may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, AT&T shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. AT&T may charge applicable service order charges or record change charges.

10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T 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

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.

- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals unless the copper loop is already being used as a UNE by CLEC, which case AT&T WISCONSIN, will continue standard maintenance of that copper loop. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
 - (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.
- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T’s Generic Interconnection Agreement.
- 11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC’s access to, or ability to tap the full capabilities of, a local loop or subloop. As such, AT&T’s modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC’s access to distribution subloop) shall not limit or restrict CLEC’s ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.
- 11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.
- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC’s self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Intentionally left blank.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 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.

14.2 Notwithstanding Section 14.1, AT&T is required to provide access to facilities, including Entrance 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").

14.3 The rate for an Entrance Facility, when obtained as an Interconnection Facility, shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in the Agreement. The rates for other Interconnection Facilities, if not established by the Agreement, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.4 CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.2. AT&T will perform such reclassification at no charge.

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION**

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Northern Telephone & Data Corporation ("CLEC") (collectively, the "Parties") previously entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSC-WI") directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI's determination for the DS1 rate structure;

WHEREAS, AT&T Wisconsin and CLEC have previously entered into a rate amendment by which they accepted the DS1 rates and rate structure adopted herein as interim and subject to true-up; and

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately and permanently reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

- 2.1.1 To conform the Agreement to effectuate certain non recurring DS1 structure changes established by the Commission, the Agreement is amended to reflect the existing interim rates as permanent rates as reflected in the attached pricing schedule labeled Attachment A (which is incorporated herein).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non- recurring DS1 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either AT&T Wisconsin or CLEC from taking any position with respect to the UNE Compliance Order or any other PSC-WI order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the UNE Compliance Order or any other PSC-WI order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

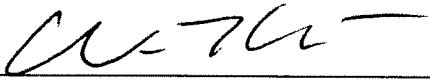
6.3 The Parties agree that by signing this amendment Northern Telephone & Data Corporation has not waived any right it may have to opt into a complete successor interconnection agreement, including a new interconnection agreement between TDS Metrocom and AT&T Wisconsin, to the extent that agreement is otherwise legally available for a carrier to opt into pursuant to 47 U.S.C. Section 252(i). In particular, AT&T Wisconsin agrees that once a new interconnection agreement is approved by the Commission between third-party carrier TDS Metrocom and AT&T Wisconsin, Northern Telephone & Data Corporation may opt into the entirety of that agreement, including any provisions relating to the Federal Communication Commission's Triennial Review Order (18 FCC Rcd. 16978 (2003)) and Triennial Review Remand Order (20 FCC Rcd. 2533(2005)).

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Northern Telephone & Data Corporation

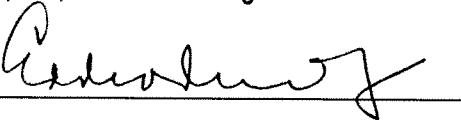
Signature: 

Name: William IC Miller
(Print or Type)

Title: PRESIDENT
(Print or Type)

Date: 11-13-07

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

Signature: 

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Contract Management
(Print or Type)

Date: 11-16-07

UNE OCN#
RESALE OCN#
FACILITIES-BASED OCN# 1519
ACNA NDT

[illegible]

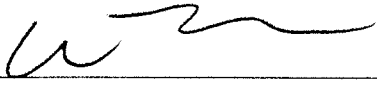
**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION**

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Northern Telephone & Data Corporation ("CLEC") is hereby amended as follows:

- (1) Schedule 9.2.1 "Local Loops" of the Agreement is amended by adding the following section:

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.
- (2) The Appendix Pricing to the Agreement is amended to reflect that the interim non-recurring DS3 Loop rates are permanent non-recurring DS3 Loop rates, which Appendix Pricing is attached hereto and incorporated herein.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (6) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin (PSC-WI) and shall become effective ten (10) days following approval by such Commission.

Northern Telephone & Data Corporation

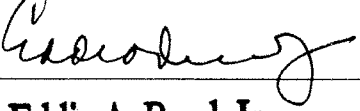
Signature: 

Name: William K. Miller
(Print or Type)

Title: President
(Print or Type)

Date: 4-4-8

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

Signature: 

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Interconnection Agreements
(Print or Type)

Date: 04-21-08

UNE OCN# 1519

RESALE OCN# 1519

FACILITIES-BASED OCN# 1519

ACNA - NDT

	WISCONSIN				AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
Line				USOC	Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1	DS3 Loop Non-Recurring Charges							
2		Administrative Charge - per order		NR9OY	N/A	N/A	83.66	N/A
3		Administrative Charge - Disconnect Order		NR9OZ	NA	NA	39.93	
4		Design & Central Office Connection Charge, per circuit		NR9O1	N/A	N/A	587.70	N/A
5		Design & Central Office Connection Charge, per circuit - Disconnect		NR9O2	NA	NA	82.92	
6		Customer Connection Charge per Termination		NR9O3	N/A	N/A	197.18	N/A

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORP.

This Wisconsin Collocation Power Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") (previously referred to as "Ameritech Wisconsin") and Northern Telephone & Data Corp. ("CLEC").

WHEREAS, AT&T WISCONSIN and CLEC are parties to an interconnection agreement dated August 22, 2000 that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval (the "Agreement"); and

WHEREAS, on June 10, 2010, the PSCW issued an order ("Collocation Power Order") in *TDS Metrocom, LLC, and McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services, Petition to Determine Rates and Costs for Unbundled Network Elements or Unbundled Service Elements of Wisconsin Bell, Inc. d/b/a AT&T Wisconsin*, Docket 6720-TI-221, that established a usage based billing methodology for collocation power rates and established collocation power rates; and

WHEREAS, in the Collocation Power Order, the Commission ordered that to the extent an Interconnection Agreement has a change of law or other provision that requires changes to be implemented during the term of an existing agreement, AT&T WISCONSIN shall, according to the applicable terms of such an agreement, negotiate with the other party to expeditiously develop methods and procedures designed to implement usage-based billing; and

WHEREAS, AT&T WISCONSIN and CLEC wish to ensure that their Agreement accurately reflects the requirements described in the Collocation Power Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. Introduction

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

The following terms of this Amendment apply to all forms of collocation that involve the draw of DC power by a CLEC's collocated equipment:

2. DC Power Charges Based on CLEC Self Reported Power Usage

- 2.1 For purpose of billing CLEC for all monthly DC power rate elements, upon execution of this Amendment, CLEC elects to self report DC power usage by following the self certification requirements set forth herein. If CLEC elects to report DC power usage, then the reported CLEC power usage shall be the basis for AT&T WISCONSIN billing all monthly DC power rates. The minimum CLEC requested amperage is 5 amps.

- 2.2 CLEC self-reported DC power usage is multiplied times the per amp rates for DC Power to determine the total monthly DC Power and other related charges based on DC power usage.

3. CLEC Self Reported DC Power Usage

- 3.1 The following rules will apply to ensure fair and proper reporting and administration of the CLEC Self Reported Measured DC Power Usage and associated billing:
- 3.2 On an annual basis, CLEC will self-certify the DC Power usage for each of its Wisconsin collocation arrangements as specified in Sections 3.6 and 3.7 below ("Self Certification Process").
- 3.3 CLECs will complete the self certification form using the self certification form attached to this Amendment as Attachment A. CLEC will email completed initial self certification form to the Collocation Service Center (CSC) admin mailbox at CSC_admin@att.com. The self certification form will be used until the mechanized forms can be accessed on the CLEC Online website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the CSC ninety (90) days after such notification. CLEC may use an Approved Tier 1 Power Vendor or its own qualified personnel to perform the reading of DC power usage in a caged or cageless collocation arrangement.
- 3.4 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:
- 3.4.1 CLEC shall use an Approved Tier 1 Power Vendor to perform the reading of the DC power usage in the virtual arrangement, Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSNMOP)).
- 3.4.2 The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the interconnection agreement between the parties.
- 3.5 The CLEC will have up to ninety (90) days from the Effective Date of this Amendment to complete the initial self certification form. The self certification form will include all CLEC collocation arrangements within the specific CLLI for each of their Wisconsin collocation arrangements using the procedures set forth in Section 3.3 above. CLEC may submit the initial self certification forms that contain all or part of the CLEC collocation arrangements within AT&T WISCONSIN's central offices. However, within the ninety (90) days from the Effective Date of this Amendment, in order to be eligible for being billed based on the CLEC DC power usage, CLEC must submit an initial self-certification forms for each collocation arrangement located in AT&T WISCONSIN central offices. AT&T WISCONSIN will process the initial self certification form(s) as follows:
- 3.5.1 Upon receipt of the initial self certification form(s), AT&T WISCONSIN will process service orders related to the CLEC collocation arrangements reported in the initial self certification updating billed amperage for DC Power by CLEC billing account number (BAN) associated with that collocation arrangement per the information contained on the self certification form, retroactive to the Effective Date of this amendment, and will true-up any billing that occurred subsequent to the Effective Date of this amendment.
- 3.5.2 If CLEC fails to submit the initial self certification form for all CLEC collocation arrangements within the ninety (90) day period, CLEC collocation arrangements, shall continue to be billed at fifty percent (50%) of the distribution cable amperage capacity of the specific CLEC collocation arrangements at the rate in the existing interconnection agreement, (i.e., the capacity of one power lead), until all initial self-certification forms are received for CLEC collocation arrangements. The effective billing date will be the date the initial self-certification forms are received for those CLEC collocation arrangements.

- 3.6 In the annual self certification, CLEC will self certify that there has been a physical site measured verification (taken no more than twelve (12) months before the date of the certification) of the total actual usage for each CLEC collocation arrangement. Physical measurements shall be taken on the supply side of all CLEC collocation arrangements. Each CLEC collocation arrangement shall be identified by providing the relay rack number of the AT&T WISCONSIN BDFB or Power Board and the fuse position.
- 3.7 CLEC's subsequent annual self certifications will be due on be due 12 months from the amendment effective date of every calendar year.
- 3.8 If a self certification form subsequent to the initial certification is not received by the due date, AT&T WISCONSIN reserves the right to revert billing for these CLEC collocation arrangements in the State based on fifty percent (50%) of the distribution cable amperage capacity of the specific CLEC collocation arrangement at the rates in the existing interconnection agreement, up and until all subsequent self certification form(s) are received for CLEC collocation arrangements. The effective billing date for billing DC Power usage will be the date the subsequent self certification form(s) are received for those CLEC collocation arrangements.
- 3.9 Within thirty (30) calendar days after performing any collocation augment, CLEC will notify AT&T WISCONSIN and submit a revised self certification form(s) for the augmented collocation site reflecting an increase in CLEC amperage usage for the CLEC collocation arrangement since the last self certification if the actual increase in usage for the CLEC collocation arrangement is 5 AMPs or greater over the last self certified amount and the increase occurs between self certification dates. CLECs will notify AT&T WISCONSIN and submit a revised self certification form(s) for a collocation site reflecting a decrease in CLEC usage since the last self certification if the actual decrease in usage for the arrangement is 5 AMPs or greater from the amount of the last self certification and the decrease occurs between self certification dates. AT&T WISCONSIN will update the CLEC billing to account for the increase or the decrease in CLEC power usage on the next billing cycle.
- 3.10 AT&T WISCONSIN reserves the right to temporarily reduce the size of the fuse for CLECs in the event of a pending or actual DC power emergency or natural disaster, for the protection of the central office power plant. AT&T WISCONSIN will not reduce the fuse device below one hundred twenty five percent (125%) of the CLEC Requested Amperage. AT&T WISCONSIN will provide reasonable notice to all affected CLECs at least forty-eight (48) hours prior to reducing any fuses. If the CLEC requires power greater than that of one hundred twenty five percent (125%) of billed measured usage, CLEC shall report the amount of power it requires during the potential DC power emergency, within twenty-four (24) hours of AT&T WISCONSIN providing notice. AT&T WISCONSIN will fuse the CLEC's collocation arrangement at one hundred twenty five percent (125%) of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T WISCONSIN will provide notice to all CLECs who requested additional power that the DC power emergency has concluded. Within forty-eight (48) hours after such notice, AT&T WISCONSIN will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T WISCONSIN must receive notice of the CLECs desire within twenty-four (24) hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T WISCONSIN of its desire to maintain the increased measured usage level, billing will revert to the pre-emergency CLEC requested usage. AT&T WISCONSIN may bill CLECs based on the increased amperage for the duration of the DC power emergency.

4. Self Certification Audits

- 4.1 AT&T WISCONSIN reserves the right to annually validate CLEC actual usage reported in its annual self-certifications. AT&T WISCONSIN will bring any discrepancies of plus or minus five percent (5%),, provided the discrepancy is at least 5 AMPs, to the CLECs attention for resolution within ten (10) business

days. AT&T WISCONSIN may update the CLECs billing, back to the most recent CLEC self certification, based on the AT&T WISCONSIN audit of measured usage. However, if the CLEC can reasonably identify the source or cause of the variation in power consumption from the previously CLEC reported amount, including but not limited to deployment of newly collocated equipment, then the amended billing shall be prorated back to the date justified by the identification of that source or cause.

- 4.2 If anytime after receiving the CLEC's initial self-certifications, AT&T WISCONSIN identifies that a specific CLEC collocation arrangement was under reported by twenty percent (20%) or more, provided the discrepancy is at least 10 amps, , AT&T Wisconsin will notify the CLEC within 5 business days of the discrepancy. AT&T Wisconsin may update the CLEC billing, back to the most recent CLEC self certification, based on the AT&T Wisconsin audit of measured usage.

4.2.1 AT&T's notice of discrepancy shall contain identification of the specific collocation arrangements(s) at issue, the amperage amount CLEC reported in its self certification form, the amperage amount alleged by AT&T, and the date that AT&T measured the power used as the basis for the discrepancy notification. AT&T and CLEC shall attempt to resolve any such discrepancies reported by AT&T and may agree to conduct a joint measurement. CLEC may provide AT&T with information, such as mitigating factors, showing that adjusted billing is not warranted. If any dispute is not resolved, either Party may pursue the dispute under the dispute resolution procedures of this Agreement. During the pendency of any such dispute, AT&T Wisconsin and CLEC shall comply with the provisions as set forth in Section 15.0 Billing and Payment of Rates and Charges, contained in the underlying CLEC Interconnection agreement. AT&T reserves the right to true-up to AT&T's measured usage back to the last CLEC self certification date if it is determined that AT&T's measurements were correct or back to the date that the CLEC proves was the actual date the increased amperage usage occurred.

4.2.2 If discrepancies of greater than 20% and at least 10 amps occur a second time within a 24 calendar month period from the first time for a specific CLEC collocation arrangement, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements are correct, the billing to the CLEC will be based on 50% of the distribution cable amperage capacity of that specific CLEC collocation arrangement for the next 12 month period at the rates in the existing interconnection agreement before the CLEC will again be eligible for this offering at the CLEC collocation arrangement with the discrepancy.

- 4.3 If fifteen percent (15%) or two (2) collocation arrangements, whichever is higher, of a CLECs total collocation count in Wisconsin are found to have discrepancies per collocation arrangement of greater than twenty percent (20%) and at least 10 amps in a calendar year, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements of greater than a 20% discrepancy and at least 10 amps are correct for 15% or 2 collocation arrangements, whichever is higher, of the CLECs total collocation count, billing to the CLEC will be based on 50% of the distribution cable amperage capacity for all CLEC collocation arrangements in Wisconsin under the terms of the existing interconnection agreement, as applicable, including the rates stated therein, for the next 12 month period before the CLEC will again be eligible for this offering.

5. Pricing Schedule

5.1 See Attachment B.

6. Term of Amendment

- 6.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. Reservations of Rights

- 7.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 7.2 In entering into this Amendment, AT&T WISCONSIN does so for the sole purpose of complying with the Commission's Collocation Power Order and AT&T WISCONSIN reserves all rights to seek rehearing of and/or appeal that decision.

8. Miscellaneous

- 8.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

9. Effective Date

- 9.1 This Amendment shall be filed with the Wisconsin Public Service Commission and is effective on the date it is approved by such commission (the "Effective Date").

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Northern Telephone & Data Corp.

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

By: [Signature]

By: [Signature]

Printed: William K. Miller

Printed: Kristen E. Shore

Title: PRESIDENT
(Print or Type)

Title: Director
(Print or Type)

Date: 12-16-11

Date: 12/28/11

Resale OCN	1519
ULEC OCN	1519
CLEC OCN	1519
ACNA	NDT

**WISCONSIN COLLOCATION POWER ORDER
SELF CERTIFICATION FORM
ATTACHMENT A
COLLOCATION POWER USAGE READINGS**

ROW #	ACNA	List the CLLI11 For Each Collocation Arrangement	Please Provide ILEC Fuse Assignments For Each DC Power Arrangements (A&B Lead)			New CLEC Requested Amperage To Be Billed	Billing Account Number (BAN)
			Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
1			A				
			B				
2			A				
			B				
3			A				
			B				
4			A				
			B				
5			A				
			B				
6			A				
			B				
7			A				
			B				
8			A				
			B				
9			A				
			B				
10			A				
			B				
11			A				
			B				
12			A				
			B				
13			A				
			B				
14			A				
			B				

Page 9 of 9

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
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XPG++ XN6++ XS6++	C1FWA		\$12.44			Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XVG++	C1FWA		\$12.44			Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XVG++	*OUAVD		\$11.08			Per Amp
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XPG++ XN6++ XS6++	*OUACD, *OUALD		\$11.08			Per Amp
*Use ICB USOC and manually rated with this rate										

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION



Signature: eSigned - Ellie JacksonSignature: eSigned - William BockelmanName: eSigned - Ellie Jackson
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Controller
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 27 Nov 2018Date: 27 Nov 2018

Northern Telephone & Data Corporation

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

State	Resale OCN	ULEC OCN	CLEC OCN
WISCONSIN	1519	1519	1519

Description	ACNA Code(s)
ACNA(s)	NDT

**AMENDMENT TO THE AGREEMENT
BETWEEN
NORTHERN TELEPHONE & DATA CORPORATION
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This amendment ("Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Northern Telephone & Data Corporation ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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"), approved December 1, 2000 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement 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"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

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, Exhibit A – Operator Services and Directory Assistance (f/k/a Customer Information Services) 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. **Intercarrier Compensation**
 - 2.1. 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 Agreement for purposes of reciprocal compensation.
3. **Customer Information Services (CIS)**
 - 3.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 3.2. Add Attachment - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
 - 3.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace Section 29.10 from the Agreement with the following language:

XXIX.10. Notices

XXIX.10.1 Notices given by CLEC to AT&T 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:

XXIX.10.1.1 delivered by electronic mail (email).

XXIX.10.2 Notices given by AT&T to the CLEC 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:

XXIX.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 29.10.4 below.

XXIX.10.2.2 delivered by facsimile provided CLEC has provided such information in Section 29.10.4 below.

XXIX.10.3 Notices will be deemed given as of the earliest of:

XXIX.10.3.1 the date of actual receipt.

XXIX.10.3.2 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.

XXIX.10.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

XXIX.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Ellie Jackson Controller
STREET ADDRESS	300 N Koeller St, PO Box 3465
CITY, STATE, ZIP CODE	Oshkosh, WI 54902
PHONE NUMBER*	(920) 426-9192
FACSIMILE NUMBER	(920) 426-3075
EMAIL ADDRESS	accounting@ntdcorp.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
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.

XXIX.10.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

XXIX.10.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 29.10. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

XXIX.10.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

XXIX.10.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

XXIX.10.7 AT&T 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.

5. 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.

6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. 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 - ATTACHMENT – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 **OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC 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 DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
 - 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
 - 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
 - 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC 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 CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's 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-21STATE.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 **GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 **TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES**

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
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
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale