

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

between

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

and

24-7 Telcom, Inc

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between the SBC Communications Inc. owned ILEC, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, 24-7 Telcom, Inc. ("CLEC"), (a Wisconsin corporation), shall apply to the state of Wisconsin

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Section 251(c)(3) unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state of Wisconsin which are subject to this Agreement; and

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where Wisconsin Bell, Inc. d/b/a SBC Wisconsin is the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Section 251(c)(3) unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by Wisconsin's Public Service Commission;

NOW, THEREFORE, the Parties hereby agree as follows:

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

TERMS AND CONDITIONS

1. DEFINITIONS

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

1.1 General Definitions

- 1.1.1 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding SBC WISCONSIN to the client/End User community.
- 1.1.5 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC WISCONSIN Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **“Affiliate”** is As Defined in the Act.
- 1.1.7 **“Alternate Billing Service” (ABS) or “Alternately Billed Traffic” (ABT)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.10 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.11 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.12 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix Section 251(c)(3) UNEs.
- 1.1.13 **“Business Day”** means Monday through Friday, excluding holidays on which SBC WISCONSIN does not provision new retail services and products.

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

1.1.15 **“CABS”** means the Carrier Access Billing System.

1.1.16 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.17 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an SBC WISCONSIN E911 Selective Router.

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

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

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

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

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

1.1.21 **“Claim”** means any pending or threatened claim, action, proceeding or suit.

1.1.22 **“Collocation”** is an arrangement where a CLEC leases space at an SBC WISCONSIN premises for the placement of equipment necessary for Interconnection or access to SBC WISCONSIN Section 251(c)(3) UNEs.

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

1.1.24 **“Commission”** means the regulatory authority over Telecommunications in the state of Wisconsin. Unless the context otherwise requires, use of the term “Commission” means the Public Service Commission of Wisconsin (PSC-WI).

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

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

1.1.27 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with

or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 1.128 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC WISCONSIN** and forwarded to CLEC.
- 1.129 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC WISCONSIN**’s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.130 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.131 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC WISCONSIN** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC WISCONSIN** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.132 **“Declassified” or “Declassification”** means the situation where a network element, including a network element referred to as a Section 251(c)(3) UNE under this Agreement, ceases to be a Section 251(c)(3) UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders. Without limitation, a Section 251(c)(3) UNE that has ceased to be a Section 251(c)(3) UNE may also be referred to as **“Declassified.”**
- 1.133 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
 - 1.133.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 1.133.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.133.3 any Force Majeure Event.
- 1.134 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.135 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
 - 1.135.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.135.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.135.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.136 **“Digital Subscriber Line” (DSL)** is as defined in the applicable XDSL and Line Splitting Appendix and/or the applicable tariff, as appropriate.

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

1.1.38 **“End User(s)”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

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

1.1.40 **“Exchange Access”** is As Defined in the Act.

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

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

1.1.43 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.

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

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

1.1.46 **“FCC”** means the Federal Communications Commission.

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

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

1.1.49 **“Fraud Monitoring System”** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.

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

1.1.51 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.

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

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

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

1.1.55 **“Interconnection”** is As Defined in the Act.

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

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

1.1.58 **“InterLATA”** is As Defined in the Act.

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

1.1.60 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

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

1.1.62 **“Jurisdictional Identification Parameter” (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

1.1.63 **Intentionally Left Blank**

1.1.64 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.

1.1.65 **“Local Access Transport Area” (LATA)** is As Defined in the Act.

1.1.66 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.

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

1.1.68 **“Local Calls”**, for purposes of Intercarrier Compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.

- 1.1.69 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Section 251(b)(5) Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.70 **“Local Loop Transmission”, “Section 251(c)(3) Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the **SBC WISCONSIN** serving Wire Center.
- 1.1.71 **“Local Number Portability” (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.72 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.73 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.74 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.75 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.76 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.77 **“Meet-Point Billing” (MPB)** refers to the billing associated with Interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.78 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.79 **“Mutual Compensation”** as defined in Appendix Intercarrier Compensation.
- 1.1.80 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.81 **“Network Element”** is As Defined in the Act.
- 1.1.82 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA

code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

- 1.1.83 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.84 **“Number Portability”** is As Defined in the Act.
- 1.1.85 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.86 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.87 **“Out of Exchange LEC” (OE-LEC)** means CLEC operating within **SBC WISCONSIN**’s incumbent local exchange area and provides Telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.
- 1.1.88 **“Out of Exchange Traffic”** is defined as local, transit, or intraLATA traffic to or from a non-**SBC Wisconsin** exchange area.
- 1.1.89 **“Party”** means either CLEC or the SBC-owned ILEC; use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.
- 1.1.90 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.91 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.
- 1.1.92 **“Physical Collocation”** is as defined in Appendix Physical Collocation.
- 1.1.93 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.94 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.95 **“Port”** is the point of interface/access connection to the **SBC WISCONSIN** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.96 **“Rate Center Area”** means the following in each applicable area:
 - 1.1.96.1 **SBC WISCONSIN**
 - 1.1.96.1.1 “Rate Center” means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

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

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

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

1.1.100 **“SBC Communications Inc.” (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.101 **“SBC WISCONSIN”** - As used herein, **“SBC WISCONSIN”** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.1.102 **“Section 251(c)(3),”** when used in relation to unbundling, unbundled network elements, Network Elements and/or activities involving UNEs that **“SBC WISCONSIN”** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by effective FCC rules and judicial orders.

1.1.103 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.

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

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

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

1.1.107 **“State Abbreviation”** “WI” means Wisconsin

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

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

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

1.1.111 **“Telecommunications”** is As Defined in the Act.

1.1.112 **“Telecommunications Carrier”** is As Defined in the Act.

1.1.113 **“Telecommunications Service”** is As Defined in the Act.

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

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

1.1.116 **“Third Party”** means any Person other than a Party.

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

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

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

1.1.120 "**Section 251(c)(3) Unbundled Network Element**" or "**Section 251(c)(3) UNE**" is as defined in Appendix Section 251(c)(3) UNEs (Section 251(c)(3) Provision of Access to Unbundled Network Elements).

1.1.121 "**Virtual Collocation**" is as defined in Appendix Virtual Collocation.

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

1.2 **Definitions Applicable to SBC WISCONSIN only**

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

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

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

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

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 **Definitions**

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, the applicable tariff, and/or their customary usage in the Telecommunications industry as of the Effective Date.

2.2 **Headings Not Controlling**

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

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have

been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC WISCONSIN** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only **SBC WISCONSIN** that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.5.2 Any Public Service Commission of Wisconsin ordered tariff provision or rate that is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state Of Wisconsin.

2.6 Conflict in Provisions

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

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

2.7 Joint Work Product

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

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary

to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Section 251(c)(3) Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, Appendices and/or schedules hereto) and every Interconnection, service and Network Element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all Attachments, Appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

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

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

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this SBC WISCONSIN Agreement contains certain specified rates, terms and conditions which apply only in Wisconsin ("state-specific terms"). This Agreement contains specified rates, terms and conditions which apply only Wisconsin, such rates, terms and conditions shall not apply and shall have no effect in any other state(s).

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the Wisconsin Public Service Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party

refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC WISCONSIN's obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which SBC WISCONSIN is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

2.12.1.2 assets that SBC WISCONSIN owns or leases and which are used in connection with SBC WISCONSIN's provision to CLEC of any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC WISCONSIN agrees to provide CLEC with access to Section 251(c)(3) unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC WISCONSIN's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC WISCONSIN is only obligated to make available Section 251(c)(3) UNEs and access to Section 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC WISCONSIN's incumbent local exchange areas. SBC WISCONSIN has no obligation to provide such Section 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of SBC WISCONSIN's incumbent local exchange areas. In addition, SBC WISCONSIN is not obligated to provision Section 251(c)(3) UNEs or to provide access to Section 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC WISCONSIN's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC WISCONSIN's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Section 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an SBC WISCONSIN incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC WISCONSIN has been approved by the relevant state Commission and is in effect.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by SBC WISCONSIN under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Section 251(c)(3) UNEs,

regardless of whether the term "Section 251(c)(3)" is used as part of the reference to unbundled network elements.

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind SBC WISCONSIN, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between SBC WISCONSIN and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either SBC WISCONSIN or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and SBC WISCONSIN until the expiration of such other agreement.

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Public Service Commission of Wisconsin, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within 30 calendar days and to residential End Users within 30 calendar days.

4.2 SBC WISCONSIN and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

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

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

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

4.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 4.6.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves Collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 4.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage as set forth in Section 4.6
- 4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 4.6.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.6.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.6.8 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.7 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert the appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Section 251(c)(3) Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide **SBC WISCONSIN** with a copy.
- 4.8 Assignment
 - 4.8.1 Assignment of Contract
 - 4.8.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of **SBC WISCONSIN**. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC WISCONSIN; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC WISCONSIN under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.1.3 If during the Term, SBC WISCONSIN sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC WISCONSIN shall provide CLEC not less than sixty (60) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that SBC WISCONSIN shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

4.8.2 Corporate Name Change and/or change in "d/b/a" only

4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per End User record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

4.8.3 Company Code Change

4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.8.3.1, "assets" means any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide SBC WISCONSIN with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC WISCONSIN's consent. SBC WISCONSIN shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC WISCONSIN's consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

4.8.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to

update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Section 251(c)(3) UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

4.8.4 Assignment of any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service.

4.8.4.1 Any assignment or transfer of any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **SBC WISCONSIN** with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

4.8.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Section 251(c)(3) UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

4.8.5 Project Coordination

4.8.5.1 INTENTIONALLY LEFT BLANK.

4.8.5.2 **SBC WISCONSIN** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **SBC WISCONSIN**'s most current version of LSOR or ASOR guidelines not support the required order activity, **SBC WISCONSIN** will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **SBC WISCONSIN** any and all information **SBC WISCONSIN** reasonably requests to effectuate such changes.

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

4.9.1. Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the

period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Section 251(c)(3) UNEs, Resold Services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 4.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement or applicable tariff without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In SBC WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on January 13, 2008, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on January 13, 2009 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
 - 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 40; and
 - 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
 - 5.5.3 Each Party's confidentiality obligations shall survive; and
 - 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have (10) Business Days to provide SBC WISCONSIN written confirmation if CLEC wishes to pursue a successor agreement with SBC WISCONSIN or terminate its Agreement. CLEC shall identify the action to be taken in Wisconsin. If CLEC wishes to pursue a successor agreement with SBC WISCONSIN, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC WISCONSIN under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 If written notice is not issued pursuant to Section 5.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC WISCONSIN received CLEC's Section 252(a)(1) request.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with SBC WISCONSIN for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following SBC WISCONSIN's receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with SBC WISCONSIN in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of SBC WISCONSIN's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, SBC WISCONSIN and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 Neither Party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT). ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SBC WISCONSIN** will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
 - 6.4.1 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
 - 6.4.2 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by **SBC WISCONSIN**, CLEC will provide **SBC WISCONSIN** with adequate assurance of payment of amounts due (or to become due) to **SBC WISCONSIN**.
- 7.2 Assurance of payment may be requested by **SBC WISCONSIN** if:
 - 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC WISCONSIN** for charges incurred as a CLEC; or
 - 7.2.2 in **SBC WISCONSIN**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC WISCONSIN** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 8.4); or
 - 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at CLEC's option, consist of
 - 7.3.1 a cash security deposit in U.S. dollars held by **SBC WISCONSIN** ("Cash Deposit") or

- 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC WISCONSIN naming the SBC-owned ILEC(s) designated by SBC WISCONSIN as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to SBC WISCONSIN ("Letter of Credit").
- 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC WISCONSIN, for the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC WISCONSIN under this Agreement.
- 7.4 To the extent that CLEC elects to provide a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest, however, SBC WISCONSIN will not pay interest on a Letter of Credit.
- 7.6 SBC WISCONSIN may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
 - 7.6.1 CLEC owes SBC WISCONSIN undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 7.6.3 The expiration or termination of this Agreement.
- 7.7 If SBC WISCONSIN draws on the Letter of Credit or Cash Deposit, upon request by SBC WISCONSIN, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if SBC WISCONSIN makes a request for assurance of payment in accordance with the terms of this Section, then SBC WISCONSIN shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC WISCONSIN with the assurance of payment requested; provided, however, that SBC WISCONSIN will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
 - 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC WISCONSIN may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 A cash deposit held by SBC WISCONSIN shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.

7.10 The fact that a Cash Deposit or Letter of Credit is requested by SBC WISCONSIN shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 Remittance in full of all bills rendered by SBC WISCONSIN is due the latter of (i) within thirty (30) calendar days of each bill date, or (ii) twenty (20) Business Days after receipt of the bill, (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date").

8.1.3 If either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

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

8.2 If any charge incurred by SBC WISCONSIN under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC WISCONSIN intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 Except as otherwise provided in Section 8.3.1.1 below, CLEC shall make all payments to SBC WISCONSIN via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC WISCONSIN. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and SBC WISCONSIN will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by SBC WISCONSIN no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC WISCONSIN is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.

8.3.1.1 CLEC shall make each payment to SBC WISCONSIN via check with immediately available funds so that SBC WISCONSIN shall receive such payment no later than the

Billing Due Date of each bill. If **SBC WISCONSIN** issues two late payment notices, unless such late payment notices were issued in error as provided herein, within a twelve month period to CLEC, CLEC shall immediately be required to make all payments to **SBC WISCONSIN** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC WISCONSIN**, unless such late payment notices were issued in error. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SBC WISCONSIN** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC WISCONSIN** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC WISCONSIN** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

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

8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.3.1.

8.6 Requirements to Establish Escrow Accounts.

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

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

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

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

8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

8.6.2.1 The escrow account must be an interest bearing account;

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

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

8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

8.6.2.5 disbursements from the escrow account will be limited to those:

8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

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

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

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

8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

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

8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.

8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.

8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.

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

8.10 Exchange of Billing Message Information

8.10.1 **SBC WISCONSIN** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Section 251(c)(3) Unbundled Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC WISCONSIN** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC-owned ILEC. The DUF will include (i) specific daily usage, including both Section 251(b)(5) traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Section 251(c)(3) Unbundled Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC WISCONSIN** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC WISCONSIN** in connection with Resale Services and Section 251(c)(3) Unbundled Network Elements provided by **SBC WISCONSIN**. Procedures and

processes for implementing the interfaces with SBC WISCONSIN will be included in implementation requirements documentation.

- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to SBC WISCONSIN a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by SBC WISCONSIN through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 Interexchange call detail on Resale Services that is forwarded to SBC WISCONSIN for billing, which would otherwise be processed by SBC WISCONSIN for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when SBC WISCONSIN records the message.
- 8.11 When CLEC serves its End User via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's End Users. The originating Party will pay the Party that has the billable End User a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 If a Party is furnished Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
 - 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
 - 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.6; and
 - 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into that account. Until evidence that the full amount of the Disputed

Charges [other than disputed charges arising from Appendix Intercarrier Compensation] has been deposited into an escrow account that complies with Section 8.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5. If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed 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 payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
 - 9.5.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 9.5.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 9.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5, Section 9.5.1 and Section 9.5.2:
 - 9.6.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 9.6.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 9.7 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
 - 9.7.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.7.2 discontinue providing any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
 - 9.7.2.1 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.
 - 9.7.2.2 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.8 INTENTIONALLY LEFT BLANK

9.9 Limitation on Back-billing and Credit Claims:

9.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

9.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

9.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section and is addressed separately in the Intercarrier Compensation Appendix.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 SBC WISCONSIN Local Service Center (LSC)

10.3.1.2 Informal Dispute Resolution; and

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

10.4 Local Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to SBC WISCONSIN for Disputed Amounts must be made on the "13 State Billing Claims Dispute Form".

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first

be referred to the appropriate **SBC WISCONSIN**'s Local Service Center. In order to resolve a billing dispute, CLEC shall furnish **SBC WISCONSIN** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Section 251(c)(3) Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

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

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

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the written concurrence of both Parties. Documents identified in or provided with

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of Telecommunications issues. Each arbitration will be held in Madison, Wisconsin as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The

arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS

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

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

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

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

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

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1.3.1 for the number of calendar days from

the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

- 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, SECTION 251(C)(3) UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC WISCONSIN or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a

Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

- 13.4 Neither CLEC nor **SBC WISCONSIN** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 13.5 **SBC WISCONSIN** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC WISCONSIN**'s gross negligence or willful misconduct. **SBC WISCONSIN** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC WISCONSIN** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC WISCONSIN** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC WISCONSIN** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services provided under this Agreement involving:

14.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products or services; provided under this Agreement; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**);

provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CLEC acknowledges that its right under this Agreement to Interconnect with SBC WISCONSIN's network and to unbundle and/or combine SBC WISCONSIN's Section 251(c)(3) Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory *Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

14.5.1.1 SBC WISCONSIN agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Section 251(c)(3) UNE necessary for CLEC to use such Section 251(c)(3) UNE in the same manner as SBC WISCONSIN.

14.5.1.2 SBC WISCONSIN shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Section 251(c)(3) UNE in a different manner than used by SBC WISCONSIN.

14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SBC WISCONSIN shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SBC WISCONSIN under the vendor contract and the terms of the contract (excluding cost terms). SBC WISCONSIN shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Section 251(c)(3) UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Section 251(c)(3) UNE including SBC WISCONSIN.

14.5.2 SBC WISCONSIN hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Section 251(c)(3) Unbundled Network Elements (including combining with CLEC's Network Elements) in SBC WISCONSIN's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Section 251(c)(3) UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights SBC WISCONSIN agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 SBC WISCONSIN does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with SBC WISCONSIN's network and unbundling and/or combining SBC WISCONSIN's Section 251(c)(3) Unbundled Network Elements (including combining with CLEC's Network Elements) or

CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Section 251(c)(3) UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights SBC WISCONSIN agrees in Section 14.5.1.1 to use its best efforts to obtain.

- 14.6 CLEC shall reimburse SBC WISCONSIN for damages to SBC WISCONSIN's facilities utilized to provide Interconnection or Section 251(c)(3) UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of SBC WISCONSIN's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than SBC WISCONSIN. Upon reimbursement for damages, SBC WISCONSIN will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by SBC WISCONSIN for the damages to the extent of such payment.
- 14.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable XDSL and Line Splitting Appendix and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on SBC WISCONSIN facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.
- 14.8 Indemnification Procedures
 - 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
 - 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
 - 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
 - 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
 - 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
 - 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
 - 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

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

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

15. PERFORMANCE MEASURES

15.1 Appendix Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Appendix constitute the sole obligation of SBC WISCONSIN to pay damages or financial penalties for failure to meet specified performance standards identified in such Appendix to this Agreement.

16. INTELLECTUAL PROPERTY

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

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

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

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	24-7 Telcom, Inc. CONTACT	SBC WISCONSIN CONTACT
NAME/TITLE	Randy Siler, General Manager	Contract Management ATTN: Notices Manager
STREET ADDRESS	912 Crescent Street	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Menomonie, Wisconsin 54751	Dallas, TX 75202-5398
FACSIMILE NUMBER	715-231-2407	214-464-2006

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

- 17.2 **SBC WISCONSIN** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 17.3 In the **SBC WISCONSIN**'s Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.4 In **SBC WISCONSIN** CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

19. NO LICENSE

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

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:

- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or Section 251(c)(3) process.

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC WISCONSIN shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the Section 251(c)(3) and effective FCC rules and associated FCC and judicial orders. Except to the extent that SBC WISCONSIN has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC WISCONSIN state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC WISCONSIN's right to exercise its option at any time to adopt on a date specified by SBC WISCONSIN the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek

conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). 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.

22. GOVERNING LAW

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Madison, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

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

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

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

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

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that

is, its place of business or domicile), **SBC WISCONSIN** is free to reclaim the Section 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

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

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **SBC WISCONSIN** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

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

26.1.2 Subpoenas:

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

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that receiving Party will comply with a

valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such Claims or Losses.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. INTENTIONALLY LEFT BLANK

30. SUBCONTRACTING

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

32. FORCE MAJEURE

32.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

33. TAXES

33.1 Each Party purchasing Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter “Tax”) imposed on, or with respect to, the Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party’s corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

33.2 INTENTIONALLY LEFT BLANK

33.3 With respect to any purchase of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

33.4 With respect to any purchase hereunder of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from

the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 33.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 33.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Section 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.9 With respect to any Tax or Tax controversy covered by this Section 33, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 33.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

34. NON-WAIVER

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

right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 35.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 35.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 35.6 Neither Party shall use any Interconnection, Resale Service, Section 251(c)(3) Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of the other Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

- 36.1 SBC WISCONSIN will provide SS7 signaling pursuant to applicable access tariff.

37. CUSTOMER INQUIRIES

- 37.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 37.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

37.2.1 Provide the number described in Section 37.1 to callers who inquire about the other Party's services or products; and

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

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

37.4 CLEC acknowledges that **SBC WISCONSIN** may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

38. EXPENSES

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

38.2 **SBC WISCONSIN** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

39. CONFLICT OF INTEREST

39.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

40. SURVIVAL

40.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 8.8; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

41. SCOPE OF AGREEMENT

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

41.2 Except as specifically contained herein or provided by the FCC or any Commission within its Section 251(c)(3) jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

42. AMENDMENTS AND MODIFICATIONS

42.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting

prior to the approval of the Amendment. **SBC WISCONSIN** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

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

43. APPENDICES INCORPORATED BY REFERENCE

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

43.1.1 **SBC WISCONSIN** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Structure Access, which is/are attached hereto and incorporated herein by reference.

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

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

43.3 DIALING PARITY -- Section 251(b)(3)

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

43.3.2 **SBC WISCONSIN** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

43.4.1 **SBC WISCONSIN** shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

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

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

43.6 OTHER SERVICES

43.6.1 911 and E911 Services

43.6.1.1 **SBC WISCONSIN** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is/are attached hereto and incorporated herein by reference.

43.6.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

43.6.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore **SBC WISCONSIN** shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

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

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

43.6.1.2.4 CLEC agrees to indemnify and hold SBC WISCONSIN harmless from the consequences of CLEC's decision to not interconnect with SBC WISCONSIN's 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

43.6.3 Directory Assistance (DA)

43.6.3.1 SBC WISCONSIN will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which **is/are** attached hereto and incorporated herein by reference.

43.6.4 Intentionally Left Blank

43.6.5 Operator Services (OS)

44.6.5.1 SBC WISCONSIN shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which **is/are** attached hereto and incorporated herein by reference.

43.6.6 Publishing and Directory

43.6.6.1 SBC WISCONSIN will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which **is/are** attached hereto and incorporated herein by reference.

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

43.6.7.1 SBC WISCONSIN shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which **is/are** attached hereto and incorporated herein by reference.

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

43.6.8.1 SBC WISCONSIN shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

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

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

43.6.10 SECTION 251(C)(3) UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

43.6.10.1 Pursuant to the applicable Appendix Section 251(c)(3) UNEs, which **is/are** attached hereto and incorporated herein by reference, **SBC WISCONSIN** will provide CLEC access to Section 251(c)(3) UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to **SBC WISCONSIN** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

44. AUTHORITY

- 44.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 44.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 44.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

45. COUNTERPARTS

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

46. ENTIRE AGREEMENT**46.1 SBC WISCONSIN**

46.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

SBC WISCONSIN Agreement
Signatures

THIS AGREEMENT CONTAINS A BINDING
ARBITRATION PROVISION WHICH MAY BE
ENFORCED BY THE PARTIES.

CLEC's STATE-SPECIFIC:

FACILITIES-BASED OCN # 4855

RESALE OCN # 656D

ACNA WSW

24-7 Telcom, Inc.

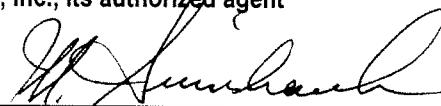
Signature: 

Name: Randy R. Siler
(Print or Type)

Title: Executive Vice-President
(Print or Type)

Date: 10/25/05

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

Signature: 

Name: Mike Aunbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: NOV 02 2005

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.3 “**Conversion of Service**” is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.4 “**Designated Installation**” is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **SBC WISCONSIN**.
- 2.3 **SBC WISCONSIN** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 The **SBC WISCONSIN** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the **SBC WISCONSIN**’s ability to provide its baseline service. Where time permits, the **SBC WISCONSIN** will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, **SBC WISCONSIN** shall charge and CLEC agrees to pay for CHC service at the “additional labor” or “Time and Material” rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
 - 3.2.1 **SBC WISCONSIN** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.3 In the event the **SBC WISCONSIN** fails to meet a CHC Service commitment for reasons within the control of **SBC WISCONSIN**, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service

¹**SBC WISCONSIN** will not charge the additional labor rate in Wisconsin until the effective non-recurring docket: WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring UNE rates.

charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, SBC WISCONSIN's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and SBC WISCONSIN is no longer obligated to ensure a CHC is on that order.

APPENDIX

PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

SBC WISCONSIN will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

This Appendix provides for the placing of Collocator Telecommunications equipment and facilities on SBC WISCONSIN property for the purposes set forth in Section 1.3, following.

1.2 Scope

Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC WISCONSIN Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC WISCONSIN and install certain of its own Telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. SBC WISCONSIN will provide caged, shared caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC WISCONSIN will permit Collocation in Adjacent Structures located on SBC WISCONSIN's property in accordance with this Appendix so that Collocator will have a variety of Collocation options from which to choose.

1.3 Purpose

Physical Collocation is available to Telecommunication Carriers for the placement of Telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC WISCONSIN's Section 251(c)(3) Unbundled Network Elements (Section 251(c)(3) UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which Telecommunication Carrier will obtain Physical Collocation from SBC WISCONSIN pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, Telecommunication Carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any SBC WISCONSIN tariff, and agree not to so purchase or attempt to so purchase from any SBC WISCONSIN tariff that provides for 251(c)(6) Physical Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC WISCONSIN to enforce the foregoing (including if SBC WISCONSIN fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Physical Collocation under tariff to Telecommunication Carrier or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC WISCONSIN may either reject any application or order for 251(c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from Telecommunication Carrier, SBC WISCONSIN may process any order for any 251(c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Physical Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by Telecommunication Carrier.

2. DEFINITIONS

2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient Telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **SBC WISCONSIN** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC WISCONSIN** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC WISCONSIN**'s Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for Interconnection or access to Section 251(c)(3) UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC WISCONSIN**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for Interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **SBC WISCONSIN**'s Central Office or Eligible Structure.

2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of Interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC WISCONSIN** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC WISCONSIN**'s facilities. **SBC WISCONSIN** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

2.3.3 In the event that interior space in an Eligible Structure becomes available, **SBC WISCONSIN** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC WISCONSIN** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **SBC WISCONSIN** and Telecommunication Carrier will mutually agree on the location of the designated space on **SBC WISCONSIN** premises where the adjacent structure will be placed. **SBC WISCONSIN** will not unreasonably withhold agreement as to the site desired by Collocator.

2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 **Collocation** - A CLEC's ability to connect to SBC Wisconsin by having its Telecommunications equipment physically located in SBC Wisconsin's facilities.

2.7 **Collocator** - One who collocates.

2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by **SBC WISCONSIN** or other collocators. **SBC WISCONSIN** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of Collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and **SBC WISCONSIN** is not reached regarding the Custom Work Charge, **SBC WISCONSIN** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **SBC WISCONSIN** shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **SBC WISCONSIN** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **SBC WISCONSIN** shall file the appropriate Interconnection agreement amendment. However, **SBC WISCONSIN** shall not delay completion of such work during the agreement approval process. **SBC WISCONSIN** shall perform such work based upon provisional rates, subject to true up.

2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.10 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in **SBC WISCONSIN** Eligible Structure.

2.11 **Eligible Structure** - Eligible Structure refers to **SBC WISCONSIN**'s Central Offices and serving Wire Centers, as well as all buildings or similar structures owned or leased by **SBC WISCONSIN** that house its network facilities, and all structures that house **SBC WISCONSIN**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.12 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

2.13 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for SBC and for CLEC in SBC eligible structures in all Collocation footprints areas and/or SBC common areas in the technologies and geographical locations for which they are approved SBC.

2.13.1 **SBC Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for SBC Wisconsin and for Collocators in SBC Wisconsin central offices in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the SBC Wisconsin per the letter codes listed in a table on the Tier 1 list on <https://clec.sbc.com/clec>.

2.14 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate Telecommunications equipment in any of the methods of Collocation available under this Appendix is exhausted or completely occupied. Before **SBC WISCONSIN** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC WISCONSIN** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for Collocation; however, removal of the equipment shall not cause a delay in **SBC WISCONSIN**'s response to a Collocator's application or in provisioning Collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, **SBC WISCONSIN** may reserve space for transport equipment for current year plus two years. Additionally, **SBC WISCONSIN** may not reserve space for equipment for itself, or

advanced or interLATA services affiliates or other affiliates of **SBC WISCONSIN** or for future use by **SBC WISCONSIN** or its affiliates under conditions that are more favorable than those that apply to other Telecommunication Carriers seeking to reserve Collocation space for their own use. **SBC WISCONSIN** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.15 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.16 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.17 **Technically Feasible** - A Collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a Collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.18 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection with or access to Section 251(c)(3) UNEs of **SBC WISCONSIN**'s network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

- 3.1 Limitation of Liability
 - 3.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either **SBC WISCONSIN** or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
 - 3.1.2 Neither **SBC WISCONSIN** nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
 - 3.1.3 Both **SBC WISCONSIN** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements and/or tariffs.
 - 3.1.4 The liability of either **SBC WISCONSIN** or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.
- 3.2 Third Parties
 - 3.2.1 **SBC WISCONSIN** also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
 - 3.2.2 In addition to any other applicable limitation, neither **SBC WISCONSIN** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of

culpability of any Other, except in instances involving gross negligence or willful actions by either **SBC WISCONSIN** or the Collocator or its agents or employees.

3.3 Force Majeure Events

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

4. RESPONSIBILITIES OF **SBC WISCONSIN**

4.1 Right to Use; Multiple Dedicated Spaces

4.1.1 In accordance with this Appendix, **SBC WISCONSIN** grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

4.2 Contact Numbers

4.2.1 **SBC WISCONSIN** is responsible for providing the Collocator personnel a contact number for **SBC WISCONSIN** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and **SBC WISCONSIN** will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

4.3.1 **SBC WISCONSIN** is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, **SBC WISCONSIN** will provide written notification within twenty-four (24) hours. When trouble has been identified, **SBC WISCONSIN** is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by the Collocator.

4.4 Service Coordination

4.4.1 **SBC WISCONSIN** is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenantable in whole or in part, SBC WISCONSIN shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, SBC WISCONSIN has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) Business Days, or SBC WISCONSIN opts not to rebuild, then SBC WISCONSIN shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SBC WISCONSIN must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

4.5.1.2 Any obligation on the part of SBC WISCONSIN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SBC WISCONSIN.

4.5.2 Damage to Eligible Structure

4.5.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SBC WISCONSIN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC WISCONSIN, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) Business Days prior written notice within thirty (30) Business Days following the date of such occurrence, if at all possible.

4.6 Construction Notification

4.6.1 SBC WISCONSIN will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. SBC WISCONSIN will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. SBC WISCONSIN will inform the Collocator as soon as practicable by telephone of all emergency-related activities that SBC WISCONSIN or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

4.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time SBC WISCONSIN's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

5.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications service by using the Physical Collocation space. SBC WISCONSIN shall not refuse to process an application for Collocation space and shall not refuse to provision the Collocation space submitted by a Telecommunication Carrier while that Telecommunication Carrier's state certification is pending or prior to a final approved Interconnection agreement.

5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to SBC WISCONSIN personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC WISCONSIN of significant outages or operations problems which could impact or degrade SBC WISCONSIN's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by SBC WISCONSIN.

5.4 Removal

5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) Business Days after discontinuance or termination of the Physical Collocation arrangement. After such time, SBC WISCONSIN may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC WISCONSIN, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SBC WISCONSIN harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the Telecommunication Carrier's Installation Supplier shall adhere to all SBC WISCONSIN requirements. The Installation Supplier shall coordinate with the SBC WISCONSIN representative before any activity relating to hazardous material/waste is started. Interconnector's Guide for Collocation may be accessed via <https://clec.sbc.com/clec>, Products and Services, Collocation Services, Handbook 13State, Appendix B.

5.6 Safety

5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SBC WISCONSIN or other Telecommunication Carriers. The Installation Supplier shall immediately report to the SBC WISCONSIN representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC WISCONSIN premises or any OSHA inspection or citations issued to the

Installation Supplier while on **SBC WISCONSIN** premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;

5.7.1.2 its equipment;

5.7.1.3 required Point Of Termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

5.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

5.7.2 **SBC WISCONSIN** neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. **SBC WISCONSIN** will be named as an Additional Insured on the Commercial General Liability policy.

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

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases **SBC WISCONSIN** from and waives any and all right of recovery, claim, action or cause of action against **SBC WISCONSIN**, its agents, directors, officers, employees, independent

contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC WISCONSIN**, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC WISCONSIN**, and any rights of Collocator against **SBC WISCONSIN** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC WISCONSIN** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

5.8.1.1.6 **SBC WISCONSIN** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC WISCONSIN** as well. If a certificate is not received, **SBC WISCONSIN** will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes **SBC WISCONSIN**, and **SBC WISCONSIN** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC WISCONSIN** will invoice Collocator for the costs incurred to so acquire insurance.

5.8.1.1.6.1 The cancellation clause on the certificate of insurance will be amended to read as follows:

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

5.8.1.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

5.8.2.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SBC WISCONSIN will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of Collocation options from which to choose:

6.1.1.1 **Caged Physical Collocation** - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC WISCONSIN** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

6.1.1.1.1 **SBC WISCONSIN** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a **SBC WISCONSIN** premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by **SBC WISCONSIN** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that **SBC WISCONSIN** provide and install a point of termination (POT) frame in the dedicated Collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 21.3 following applies.

6.1.1.2 **Caged Shared Collocation** - **SBC WISCONSIN** will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 7.1 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 **Caged Common Collocation** - **SBC WISCONSIN** will provide Caged Common Collocation as set forth in Section 7.2.1 following.

6.1.1.4 **Cageless Collocation** - **SBC WISCONSIN** will provide Cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any Collocation space that requires additional Telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, **SBC WISCONSIN** will provide space in single bay increments, including available space adjacent to or next to **SBC WISCONSIN**'s equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. **SBC WISCONSIN** will not require Collocator to use an intermediate Interconnection

arrangement such as a POT frame. **SBC WISCONSIN** may take reasonable steps to protect its own equipment as provided in Section 6.1.3.1 of this Appendix. Accordingly, **SBC WISCONSIN** will not provide Collocator's personnel or agents with direct access to **SBC WISCONSIN**'s main distribution frame.

6.1.1.5 **Adjacent Space Collocation** - Where Physical Collocation space within **SBC WISCONSIN** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **SBC WISCONSIN** will permit Collocator to physically collocate on **SBC WISCONSIN**'s property in adjacent controlled environmental vaults or similar structures that **SBC WISCONSIN** uses to house Telecommunication equipment, to the extent technically feasible. **SBC WISCONSIN** and Telecommunication Carrier will mutually agree on the location of the designated space on **SBC WISCONSIN** premises where the adjacent structure will be placed. **SBC WISCONSIN** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **SBC WISCONSIN** will offer the following increments of power to the Adjacent On-site structure: **SBC WISCONSIN** will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. **SBC WISCONSIN** will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. **SBC WISCONSIN** will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other Collocation arrangements in this Appendix. **SBC WISCONSIN** shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications equipment, in adjacent facilities constructed by either **SBC WISCONSIN** or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

6.1.1.5.1 Where Physical Collocation space within **SBC WISCONSIN** Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC WISCONSIN** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the **SBC WISCONSIN** Central Office or Eligible Structure. Such arrangement shall be used for Interconnection and access to Section 251(c)(3) UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC WISCONSIN**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for Interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

6.1.1.5.3 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of Interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC WISCONSIN** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price

quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC WISCONSIN**'s facilities. **SBC WISCONSIN** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, **SBC WISCONSIN** will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

6.1.1.6 **SBC WISCONSIN** will provide other Collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a Collocation arrangement gives rise to a rebuttable presumption in favor of a Telecommunication Carrier seeking Collocation in **SBC WISCONSIN**'s Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, **SBC WISCONSIN** shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

6.1.3.1 Protection of **SBC WISCONSIN**'s equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, **SBC WISCONSIN** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **SBC WISCONSIN** may impose security arrangements as stringent as the security arrangements **SBC WISCONSIN** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **SBC WISCONSIN** may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), **SBC WISCONSIN** will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. **SBC WISCONSIN** will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the Collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **SBC WISCONSIN** security standards.

6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that **SBC WISCONSIN**'s own employees and authorized contractors must undergo. **SBC WISCONSIN** will not, however, require Collocator to receive security training from **SBC WISCONSIN**, but will provide information to Collocator on the specific type of training required.

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be

included in **SBC WISCONSIN**'s Technical Publications via <https://clec.sbc.com/clec>.

6.1.3.1.2 Collocator and **SBC WISCONSIN** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC WISCONSIN** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **SBC WISCONSIN** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **SBC WISCONSIN** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC WISCONSIN** property:

- 6.1.3.1.2.1 Theft or destruction of **SBC WISCONSIN**'s or Collocator's property;
- 6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC WISCONSIN** property;
- 6.1.3.1.2.3 Threats or violent acts against other persons on **SBC WISCONSIN** property;
- 6.1.3.1.2.4 Knowing violations of any local, state or federal law on **SBC WISCONSIN** property;
- 6.1.3.1.2.5 Permitting unauthorized persons access to **SBC WISCONSIN** or Collocator's equipment on **SBC WISCONSIN** property; and
- 6.1.3.1.2.6 Carrying a weapon on **SBC WISCONSIN** property.

In addition, Collocator and **SBC WISCONSIN** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **SBC WISCONSIN** or the Collocator or **SBC WISCONSIN**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC WISCONSIN**'s Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in **SBC WISCONSIN**, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC WISCONSIN**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC WISCONSIN** as well.

6.1.3.1.4 **SBC WISCONSIN** may use reasonable security measures to protect its equipment. In the event **SBC WISCONSIN** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **SBC WISCONSIN** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Telecommunication Carrier be required to pay for both an interior security partition to separate **SBC WISCONSIN**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.3.1.4.1 **SBC WISCONSIN**'s construction of an interior security partition around its own equipment shall not interfere with a Telecommunication Carrier's access to its equipment, including equipment collocated directly adjacent to **SBC WISCONSIN**'s

equipment. SBC WISCONSIN's construction of an interior security partition around its own equipment shall not impede a Telecommunication Carrier's ability to collocate within SBC WISCONSIN's space. To the extent that SBC WISCONSIN is required to install additional security measures within its interior security partition because a Telecommunication Carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC WISCONSIN's expense.

6.1.3.1.4.2 SBC WISCONSIN's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.3.1.4.3 SBC WISCONSIN's enclosure of its own equipment will not unreasonably increase a Telecommunication Carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC WISCONSIN's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.3.1.4.4 If SBC WISCONSIN chooses to enclose its own equipment, SBC WISCONSIN will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.3.1.4.5 SBC WISCONSIN has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC WISCONSIN cannot prove that other reasonable security methods cost more than an interior security partition around SBC WISCONSIN's equipment, SBC WISCONSIN cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If SBC WISCONSIN elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around SBC WISCONSIN's equipment at the time the price quote is given.

6.1.3.1.5 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC WISCONSIN will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. SBC WISCONSIN will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's Collocation space during construction.

6.1.4 Interval

6.1.4.1 SBC WISCONSIN will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application form found in SBC WISCONSIN's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC WISCONSIN and will pay an initial Planning Fee (see Section 19. 2.1).

6.1.4.1.1 A Collocator wishing SBC WISCONSIN to consider multiple methods for Collocation in an Eligible Structure on a single application will need to include

in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC WISCONSIN to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC WISCONSIN would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes SBC WISCONSIN to consider one Collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC WISCONSIN is unable to provide the Collocator's requested Collocation method due to space constraints and the Collocator determines that it wishes SBC WISCONSIN to consider an alternative method of Collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the Collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC WISCONSIN will begin development of the quotation. SBC WISCONSIN will advise the Collocator of any known deficiencies in its Collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). SBC WISCONSIN will allow the Collocator to retain its place in the Collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

6.1.4.2 In responding to an application request, if space is available, SBC WISCONSIN shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. SBC WISCONSIN will not select for Collocator the type of Physical Collocation to be ordered.

6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

6.1.4.3 SBC WISCONSIN will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following Interconnection augments for that existing space. The Collocator must submit to SBC WISCONSIN's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC WISCONSIN will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the Collocation area (where Overhead Iron/Racking exists) and as long as the Collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the

same Collocation area between one Collocator and another Collocator provided the Collocator is interconnected with SBC WISCONSIN's network, 4) Interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber Interconnections up to 12 fiber pairs up to 400 feet.

- 6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC WISCONSIN bays, SBC WISCONSIN cable racks and/or cage expansions within Active Central Office space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.
- 6.1.4.3.3 The construction interval for these other augments will not exceed ninety (90) days. SBC WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 6.1.4.3.4 The second fifty percent (50%) payment must be received by SBC WISCONSIN no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by SBC WISCONSIN.

6.1.5 Application Quotation Interval for Physical

- 6.1.5.1 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

- 6.1.5.2 Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) Business Days for every five (5) additional applications or fraction thereof.
- 6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC WISCONSIN at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.
- 6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.10 following and will be subject to the time intervals set forth above.

6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

- 6.1.6.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 6.1.6.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC WISCONSIN will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office

Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC WISCONSIN will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.8 SBC WISCONSIN will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for 50% of all applicable non-recurring charges where SBC WISCONSIN will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC WISCONSIN will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding Telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which SBC WISCONSIN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. The Collocator will be required to pay any applicable Planning Fees. No additional Planning Fees shall

be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, SBC WISCONSIN will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of SBC WISCONSIN's receipt of a completed application.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the Planning Fee, will be returned to the Collocator.

6.2.1.2 SBC WISCONSIN will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, SBC WISCONSIN will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event SBC WISCONSIN denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to SBC WISCONSIN's designated representative in writing. The inspection tour shall be scheduled within five (5) Business Days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

6.2.1.5 SBC WISCONSIN will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. SBC WISCONSIN's representative will accompany and supervise the Collocator agent on the inspection tour.

6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise SBC WISCONSIN. The Collocator and SBC WISCONSIN shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC WISCONSIN reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on SBC WISCONSIN to justify the basis for any denial of Collocation requests.

6.2.2 SBC WISCONSIN will submit to a requesting carrier a report indicating SBC WISCONSIN's available Collocation space in a particular SBC WISCONSIN Eligible Structure upon request. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SBC WISCONSIN is taking to make additional space available for Collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

6.2.2.1 Should the Collocator submit twenty-one (21) or more report requests within five (5) Business Days, the report delivery interval will be increased by five (5) Business Days for every five (5) additional report requests or fraction thereof.

6.2.2.2 **SBC WISCONSIN** shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **SBC WISCONSIN** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for Collocation are pending, if space availability information is readily available to **SBC WISCONSIN**, such information will be placed on the website <https://clec.sbc.com/clec>. **SBC WISCONSIN** will update the public document on the first day of each month to include all newly available information.

6.2.2.3 To the extent **SBC WISCONSIN** has the information readily available, the public document should specify the amount of active and other (inactive) Collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that **SBC WISCONSIN** is taking to make additional space available for Collocation. In order to increase the amount of space available for Collocation, **SBC WISCONSIN** will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

6.3.1 When **SBC WISCONSIN** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space Collocation structure to a different adjacent space Collocation structure, or from an adjacent space Collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space Collocation structure. **SBC WISCONSIN** will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **SBC WISCONSIN** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications equipment space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC WISCONSIN**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in **SBC WISCONSIN**'s reasonable discretion. In addition, a Collocator's presence in **SBC WISCONSIN** Central Offices or adjacent space Collocation structures should not prevent **SBC WISCONSIN** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

6.3.2 If SBC WISCONSIN determines that a Collocator must relocate due to any of the above reasons, SBC WISCONSIN will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by SBC WISCONSIN and the Collocator, unless the Parties agree to a different financial arrangement.

6.3.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space Collocation structure to a different adjacent space Collocation structure or to an Eligible Structure, SBC WISCONSIN shall permit the Collocator to relocate the Dedicated Space or adjacent space Collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications equipment space, and Dedicated Space, or adjacent space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space Collocation structure shall be deemed the adjacent space Collocation structure.

6.4 Occupancy

6.4.1 Unless there are unusual circumstances, SBC WISCONSIN will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) Business Days after SBC WISCONSIN completes preparation of the Dedicated Space. Operational Telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC WISCONSIN's network or obtain access to SBC WISCONSIN Section 251(c)(3) UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC WISCONSIN has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC WISCONSIN allows the Collocator to interconnect. SBC WISCONSIN, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

6.4.2 If the Collocator fails to do so and the unused Collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, Collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC WISCONSIN provides the Collocator with written notice of such failure and the Collocator does not place operational Telecommunications equipment in the Dedicated Space and interconnect with SBC WISCONSIN or obtain access to SBC WISCONSIN Section 251(c)(3) UNEs by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

6.4.3 For purposes of this Section, the Collocator's Telecommunications equipment is considered to be operational and interconnected when connected to either SBC WISCONSIN's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for Interconnection with SBC WISCONSIN's network or to obtain access to SBC WISCONSIN's Section 251(c)(3) UNEs, for the purpose of providing this service.

6.4.4 If the Collocator causes SBC WISCONSIN to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC WISCONSIN the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

6.5.1 In the event that the Collocator cancels its order after SBC WISCONSIN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC

WISCONSIN has been paid the entire amounts due under this Appendix, then in addition to other remedies that **SBC WISCONSIN** might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC WISCONSIN** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

6.6.1 Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. **SBC WISCONSIN** may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.6.2 Billing Dispute Resolution

6.6.2.1 In the event of a bona fide dispute between a Collocator and **SBC WISCONSIN** regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to **SBC WISCONSIN** of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.2 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

6.6.3.1 Collocator shall pay all undisputed amounts to **SBC WISCONSIN** when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

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

6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

6.6.3.1.4.1 The escrow account must be an interest bearing account;

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

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

6.6.3.1.4.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

6.6.3.1.4.5 disbursements from the escrow account will be limited to those:

6.6.3.1.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

6.6.3.1.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7 of the General Terms and Conditions attachment

6.6.3.1.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7 of the General Terms and Conditions attachment.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.2 of this Appendix, SBC WISCONSIN shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.2 on or before the Bill Due Date, SBC WISCONSIN will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify SBC WISCONSIN in writing within thirty (30) days following receipt of the results of SBC WISCONSIN's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC WISCONSIN of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to mandatory arbitration in accordance with Section 6.6.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed.

6.6.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to elective arbitration pursuant to Section 6.6.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.6.8 Arbitration

6.6.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of Telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

6.6.8.3 The times specified in this Section 6.6.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties

may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

6.6.9.1 Immediately upon resolution of any billing dispute, **SBC WISCONSIN** and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

6.6.9.1.1 **SBC WISCONSIN** shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of **SBC WISCONSIN** shall be disbursed to **SBC WISCONSIN** by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay **SBC WISCONSIN** any difference between the amount of accrued interest **SBC WISCONSIN** received from the escrow disbursement and the amount of Late Payment Charges **SBC WISCONSIN** billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to **SBC WISCONSIN** within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **SBC WISCONSIN** shall bill the original collocator for space. However, **SBC WISCONSIN** shall bill the other collocators in the shared cage for use of Network Elements and Interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC WISCONSIN** for floor space and all other applicable Interconnection arrangements.

6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC WISCONSIN** as of the Bill Due Date, then a late payment charge shall be assessed as follows: at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to **SBC WISCONSIN**'s designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for Physical Collocation where

the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC WISCONSIN.

- 6.8.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.
- 6.8.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.
- 6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC WISCONSIN, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC WISCONSIN.
- 7.2 SBC WISCONSIN will make shared Collocation cages available to all collocators. A shared Collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC WISCONSIN may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where SBC WISCONSIN receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC WISCONSIN will prorate the charge for site conditioning and preparation undertaken to construct the shared Collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
 - 7.2.1 SBC WISCONSIN will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC WISCONSIN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided SBC WISCONSIN with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.
 - 7.2.2 When these criteria have been met, SBC WISCONSIN will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC WISCONSIN will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11 of this Appendix.
- 7.3 SBC WISCONSIN will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SBC WISCONSIN's charges to the initial collocator(s). If two (2) or more collocators who have

Interconnection agreements with **SBC WISCONSIN** utilize a shared Collocation cage, **SBC WISCONSIN** will permit each collocator to order Section 251(c)(3) UNEs to and provision service from that shared Collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATON POINT

8.1 Fiber Optic Cable Entrances

- 8.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC WISCONSIN** will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to **SBC WISCONSIN** that use of such cable will not impair **SBC WISCONSIN**'s ability to service its own customers or subsequent collocators.
- 8.1.2 **SBC WISCONSIN** shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for **SBC WISCONSIN** cable. **SBC WISCONSIN** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where **SBC WISCONSIN** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC WISCONSIN** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **SBC WISCONSIN** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **SBC WISCONSIN** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC WISCONSIN** and the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC WISCONSIN**, and leaving sufficient length in the cable in order for **SBC WISCONSIN** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

- 8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in **SBC WISCONSIN**-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, **SBC WISCONSIN** will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

- 9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for Interconnection to **SBC WISCONSIN** under 47.U.S.C. § 251(c)(2) or accessing **SBC WISCONSIN**'s Section 251(c)(3) UNEs under 47.U.S.C. § 251(c)(3) of the Act. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to Interconnection or access to Section 251(c)(3) UNEs. Such uses are limited to Interconnection to **SBC WISCONSIN**'s network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to **SBC WISCONSIN**'s Section 251(c)(3) UNEs "for the provision of a Telecommunications service."
- 9.1.2 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. **SBC**

WISCONSIN's not required nor shall it permit the Collocation of stand-alone switches or enhanced services equipment.

- 9.1.3 In addition, **SBC WISCONSIN** voluntarily permits Collocator Collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."
- 9.1.4 **SBC WISCONSIN** does not allow Collocation of other Multifunctional Equipment, except that **SBC WISCONSIN** will voluntarily allow Collocation of Remote Switch Module (RSM) solely under the following conditions: (1) the Remote Switch Module (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the Remote Switch Module (RSM) will not be permitted; (2) the Remote Switch Module (RSM) equipment must be used only for the purpose of Interconnection with **SBC WISCONSIN**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **SBC WISCONSIN**'s Section 251(c)(3) UNEs for the provision of a Telecommunications service. **SBC WISCONSIN** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other Multifunctional Equipment only if **SBC WISCONSIN** and Collocator mutually agree to such Collocation.
- 9.1.5 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for Interconnection or access to Section 251(c)(3) UNEs and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **SBC WISCONSIN** will not allow Collocation of stand-alone switching equipment or any enhanced services equipment.
- 9.1.6 **SBC WISCONSIN** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **SBC WISCONSIN** and Collocator mutually agree to such placement, in **SBC WISCONSIN**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 9.1.7 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC WISCONSIN** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in **SBC WISCONSIN**'s Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in **SBC WISCONSIN** or (2) requested by Collocator and accepted by **SBC WISCONSIN** on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC WISCONSIN**'s agreement not to disturb these Collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 9.1.8 **SBC WISCONSIN** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

9.1.9 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC WISCONSIN will provide the necessary backup power to ensure against power outages.

9.1.10 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on SBC WISCONSIN grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

9.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 10.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC WISCONSIN, which consent shall not be unreasonably withheld.

9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 The Collocator shall furnish SBC WISCONSIN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.3 Limitations

9.2.3.1 SBC WISCONSIN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SBC WISCONSIN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides Interconnection. SBC WISCONSIN will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to SBC WISCONSIN, its affiliates or other Parties to which it provides Interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of Telecommunications equipment and facilities necessary (as defined by the FCC) for Interconnection to SBC WISCONSIN or access to SBC WISCONSIN's Section 251(c)(3) UNEs. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide SBC WISCONSIN with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 SBC WISCONSIN will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC WISCONSIN will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SBC

WISCONSIN's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.3 of this Appendix).

- 9.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SBC WISCONSIN, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 9.3.4 SBC WISCONSIN will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SBC WISCONSIN and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SBC WISCONSIN's personnel.
- 9.4 Threat to Personnel, Network or Facilities
 - 9.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.
- 9.5 Interference or Impairment
 - 9.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.
- 9.6 Personal Property and Its Removal
 - 9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC WISCONSIN standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal property and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.
- 9.7 Alterations
 - 9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC WISCONSIN. SBC WISCONSIN shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC WISCONSIN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC WISCONSIN provided construction shall be paid by the Collocator in accordance with SBC WISCONSIN's custom work order process.

10. STANDARDS

10.1 Minimum Standards

- 10.1.1 All types of network equipment placed in SBC WISCONSIN network equipment areas of Eligible Structures by SBC WISCONSIN or Collocator must meet SBC WISCONSIN minimum safety

standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC WISCONSIN) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC WISCONSIN and its contractors when engineering and installing equipment.

- 10.1.2 In the event that SBC WISCONSIN denied Collocation of Collocator's equipment, citing safety standards, SBC WISCONSIN will provide within five (5) Business Days of Collocator's written request to SBC WISCONSIN representative(s), a list of SBC WISCONSIN equipment which SBC WISCONSIN locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 10.1.3 In the event SBC WISCONSIN believes that collocated equipment is not necessary for Interconnection or access to Section 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the Collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, SBC WISCONSIN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC WISCONSIN personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Section 10 of the General Terms and Conditions attachment.

10.2 Compliance Certification

- 10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 9.2.2.

11. RE-ENTRY

- 11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC WISCONSIN's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC WISCONSIN may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies SBC WISCONSIN might have.

- 11.2 **SBC WISCONSIN** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 11.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

12. INDEMNIFICATION OF **SBC WISCONSIN**

- 12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between **SBC WISCONSIN** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 12.2 Collocator shall indemnify and hold harmless **SBC WISCONSIN** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against **SBC WISCONSIN** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of **SBC WISCONSIN** or its employees. The provisions in this Section are reciprocal and applicable also to **SBC WISCONSIN**.
- 12.3 **SBC WISCONSIN** shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC WISCONSIN** and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC WISCONSIN** and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

- 13.1.1 **SBC WISCONSIN** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its

administrative use within its Dedicated Space will be provided in accordance with applicable **SBC WISCONSIN** tariffs.

13.2 Maintenance

13.2.1 **SBC WISCONSIN** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

13.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.sbc.com/clec>.)

13.4 Legal Requirements

13.4.1 Except for Section 15, **SBC WISCONSIN** agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14. **SBC WISCONSIN's RIGHT OF ACCESS**

14.1 **SBC WISCONSIN**, its agents, employees, and other **SBC WISCONSIN**-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by **SBC WISCONSIN** hereunder, and for any other purpose deemed reasonable by **SBC WISCONSIN**. **SBC WISCONSIN** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **SBC WISCONSIN** equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, **SBC WISCONSIN** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15. **GENERAL**

15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. **SBC WISCONSIN** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, Remote Switch Module (RSM) related options and POT bay-related options.

15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. **SBC WISCONSIN** will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for **SBC WISCONSIN** vehicles and which are designated as reserved. **SBC WISCONSIN** shall not unreasonably reserve for its own use all parking at the Eligible Structure.

15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and **SBC WISCONSIN** are required to follow all posted traffic and **SBC WISCONSIN** signs and follow all applicable parking and traffic laws and ordinances.

- 15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
- 15.5 If **SBC WISCONSIN** is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's Collocation arrangement, **SBC WISCONSIN** will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 15.6 Should **SBC WISCONSIN** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.
- 15.7 Should **SBC WISCONSIN** be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), **SBC WISCONSIN** shall absorb all of the costs related to such an upgrade.
- 15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for Interconnection and access to Section 251(c)(3) UNEs are as set forth in the Agreement.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary of this Appendix.
- 16.2 **SBC WISCONSIN** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by **SBC WISCONSIN** for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. **SBC WISCONSIN** will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, **SBC WISCONSIN** will provide a Physical Collocation area supporting as many square foot units of Collocation space as is reasonably available in each specific Eligible Structure where space is available. **SBC WISCONSIN** will provide Collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. **SBC WISCONSIN** will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **SBC WISCONSIN**, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC WISCONSIN**, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that **SBC WISCONSIN** provide and install a POT Frame, to be placed in the Collocator's cage or in the Collocation area. When the Collocator elects to install its own POT frame/cabinet, **SBC WISCONSIN** may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring

charges are set forth in the Collocation Rate Summary of this Appendix for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay **SBC WISCONSIN** fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

17.3.1 **SBC WISCONSIN** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to Collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing CLEC Collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18. REGENERATION

18.1 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and **SBC WISCONSIN**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

19.1.1 Rate Elements - In the event that **SBC WISCONSIN** seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, **SBC WISCONSIN** shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

19.1.2 In the event the Collocator disputes the rate element or charge proposed by **SBC WISCONSIN** that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify **SBC WISCONSIN** of its dispute with the proposed charge in writing.

19.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary of this Appendix.

19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in SBC WISCONSIN's Interconnector's Collocation Services Handbook for Physical Collocation in SBC WISCONSIN, recovers SBC WISCONSIN's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SBC WISCONSIN to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

19.2.2.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.1.2 SBC WISCONSIN will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in SBC WISCONSIN premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 19.2 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

19.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

19.2.2.1.4 If the Collocator elects to install, or requests that SBC WISCONSIN provide and install a point of termination (POT) frame in the dedicated Collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary of this Appendix applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC WISCONSIN within SBC WISCONSIN:

- Construction costs
- Operating costs

19.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate Telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

19.2.2.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by SBC WISCONSIN to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating SBC WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.1.4.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common Collocation area including downturns and diffusers required to handle the additional heat load created by the Remote Switch Module (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.2.2 Cageless Collocation

19.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SBC WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.2.2 SBC WISCONSIN will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in SBC WISCONSIN premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

19.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC WISCONSIN within SBC WISCONSIN:

- Construction costs
- Operating costs

19.2.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate Telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting

- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

19.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by SBC WISCONSIN to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

19.2.2.3 Caged Common Collocation in SBC WISCONSIN

19.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC WISCONSIN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided SBC WISCONSIN with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit.

When these criteria have been met, **SBC WISCONSIN** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC WISCONSIN** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 **SBC WISCONSIN** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

19.2.2.3.4 **SBC WISCONSIN** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC WISCONSIN**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

19.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC WISCONSIN** within **SBC WISCONSIN**.

- Construction costs
- Operating costs

19.2.2.3.6.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate Telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

19.2.2.3.6.3 Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

19.2.2.3.6.4 Safety and Security

This charge represents reasonable costs incurred by SBC WISCONSIN to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.3.6.4.1 In the event SBC WISCONSIN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a Telecommunication Carrier be required to pay for both an interior security partition to separate SBC WISCONSIN's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to Telecommunication Carriers equipment that is collocated under cageless option.

19.2.2.3.6.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.3.6.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common Collocation area including downturns and diffusers required to handle the additional heat load created by the Remote Switch Module (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.3 DC Power Amperage Charge

19.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPS), but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the Collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power.

19.2.4 DC Power Arrangement Provisioning

19.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

19.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

19.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SBC WISCONSIN.

19.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

19.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SBC WISCONSIN technical support. This rate element may be provided by SBC WISCONSIN.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

19.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

19.2.8 Security Cards

19.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary of this Appendix. SBC WISCONSIN will issue access

cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the Telecommunication Carrier ONLINE website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and **SBC WISCONSIN** will issue the access and/or ID cards as soon as reasonably practical.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by **SBC WISCONSIN** or may request that **SBC WISCONSIN** provide and install the bay or cabinet in the cageless space only. If the Collocator elects for **SBC WISCONSIN** to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by **SBC WISCONSIN**, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for Interconnection between the Collocator's facilities and **SBC WISCONSIN** facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC WISCONSIN** designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

19.2.11.1 The Entrance Fiber Charge reflects the time interval spent by **SBC WISCONSIN** in pulling the Collocator's cable facilities from **SBC WISCONSIN** designated manhole, through **SBC WISCONSIN** cable vault and through **SBC WISCONSIN** cable support structure to the Collocator's equipment.

19.2.12 ILEC to Telecommunication Carrier Interconnection Arrangement Options

19.2.12.1 Collocator will select one or more of the Interconnection arrangements listed below.

19.2.12.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

19.2.12.1.1.1 **SBC WISCONSIN**-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and **SBC WISCONSIN** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC WISCONSIN** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and **SBC WISCONSIN**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

19.2.12.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

19.2.12.1.2.1 **SBC WISCONSIN**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and

SBC WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC WISCONSIN** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and **SBC WISCONSIN**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.12.1.3.1 **SBC WISCONSIN** provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and **SBC WISCONSIN** network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to **SBC WISCONSIN** Main Distribution Frame.

19.2.13 Optical Circuit Arrangement

19.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC WISCONSIN** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC WISCONSIN** Main Distribution Frame.

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 **SBC WISCONSIN** provided single signal from **SBC WISCONSIN** timing source to provide synchronization between a Collocator's single Network Element and **SBC WISCONSIN**'s equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

19.2.15.1 Timing lead (1 pair) of wires provided by **SBC WISCONSIN** to the Collocator's dedicated Collocator's Physical Collocation space or optional POT frame or equipment bay.

19.2.16 Collocation Availability Space Report Fee

19.2.16.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of Collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that **SBC WISCONSIN** is undertaking to make additional space available for Collocation.

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with **SBC WISCONSIN** to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit **SBC WISCONSIN**'s Eligible Structures must submit its request in writing ten (10) Business Days in advance. Pre-visits will be scheduled for a date that is mutually

agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of **SBC WISCONSIN** site-specific drawings or make any notations.

19.2.17.1.2 For pre-visits, **SBC WISCONSIN** will limit the number of **SBC WISCONSIN** employees attending the pre-visit to one of **SBC WISCONSIN**'s employee, unless a different number of **SBC WISCONSIN** employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time **SBC WISCONSIN** employees spend traveling and will be based on fifteen-minute increments.

19.2.18 Construction Inspections

19.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time **SBC WISCONSIN** employees spend traveling and will be based on fifteen (15)-minute increments.

19.2.19 Adjacent On-site Structure Arrangements

19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1.5 preceding, when all available space is Legitimately Exhausted inside **SBC WISCONSIN** Eligible Structure, **SBC WISCONSIN** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have **SBC WISCONSIN** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **SBC WISCONSIN** on an Adjacent On-site initial or subsequent Collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

19.2.20 Adjacent Off-site Arrangement

19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in 2.0. of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside **SBC WISCONSIN** Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, **SBC WISCONSIN** will provide the following sub-elements to the

extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC WISCONSIN**'s Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **SBC WISCONSIN** on Adjacent Off-site initial or subsequent Collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

19.2.21 Conduit Space for Adjacent Off-site Arrangement

19.2.21.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC WISCONSIN** designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

19.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

19.2.22.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

19.2.23 Miscellaneous Charges (Optional)

19.2.23.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

19.2.24 Collocation to Collocation Connection

19.2.24.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

19.2.24.1.1 Fiber Cable (12 Fibers)

19.2.24.1.1.1 This rate element is for **SBC WISCONSIN** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) Collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

19.2.24.1.2 Copper Cable (28 DS1s)

19.2.24.1.2.1 This rate element is for **SBC WISCONSIN** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) Collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.24.1.3 Coax Cable (1 DS3)

19.2.24.1.3.1 This rate element is for **SBC WISCONSIN** to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) Collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.24.1.4 Cable Racking and Hole

19.2.24.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two Collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

19.2.24.1.5 Route Design

19.2.24.1.5.1 This sub-element provides the route design for Collocation-to-Collocation connections. This sub-element is expressed as a nonrecurring charge.

20. RATES AND CHARGES – ILEC PRICING SCHEDULE (See the Collocation Rate Summary of this Appendix)

21. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its Interconnection and power cabling with an **SBC WISCONSIN** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary of this Appendix.

- 21.1 The Collocator has the option to provide, install and terminate its Interconnection cabling between the Collocator's Dedicated Space and **SBC WISCONSIN** Main Distribution Frame or its equivalent by **SBC WISCONSIN** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with Interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all Interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, **SBC WISCONSIN** will install and stencil termination blocks or panels at **SBC WISCONSIN** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 21.3. The Collocator's **SBC WISCONSIN** Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC WISCONSIN** and follow **SBC WISCONSIN**'s Technical Publication TP 76300MP for installation of equipment and facilities;
- 21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **SBC WISCONSIN**'s Battery Distribution Fuse Bay (BDFB) by using an **SBC WISCONSIN** Approved Power Installation Vendor. When **SBC WISCONSIN** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC WISCONSIN** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **SBC WISCONSIN** Project manager five (5) Business Days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC WISCONSIN** Power Plant Primary Distribution, which will be performed by **SBC WISCONSIN**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator

must also select the option to provide, install and terminate its Interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC WISCONSIN and follow SBC WISCONSIN's Technical Publication TP 76300MP for installation of equipment and facilities.

21.3 Interval (Collocator Installs Interconnection and Power Cabling)

21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs Interconnection and power cabling. SBC WISCONSIN will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SBC WISCONSIN determines that Collocator's Physical Collocation Application is unacceptable, SBC WISCONSIN shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC WISCONSIN shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, Interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

21.3.2 The delivery interval relates to the period in which SBC WISCONSIN shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC WISCONSIN receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide SBC WISCONSIN, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC WISCONSIN has received such response and payment. If the Collocator has not provided SBC WISCONSIN such response and payment by the twelfth (12) calendar day after the date SBC WISCONSIN notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for Collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC WISCONSIN with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC WISCONSIN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.3.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) Business Days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by SBC WISCONSIN will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.3.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

21.3.4 The second fifty percent (50%) payment must be received by SBC WISCONSIN prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by SBC WISCONSIN.

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

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

21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC WISCONSIN from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC WISCONSIN.

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

21.3.5.3 The delivery interval for the above Augments is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (2) below including,

without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for Collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.3.5.4 The delivery interval assigned will be provided to the Collocator by **SBC WISCONSIN** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC WISCONSIN** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (2)

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	35 calendar days
11- 20	60 calendar days	65 calendar days

21.3.5.5 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) Business Days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC WISCONSIN** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

21.3.6 For all Augments other than provided above, **SBC WISCONSIN** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC WISCONSIN**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the Telecommunication Carrier and/or vendor to provide floor plans of space and the preliminary route design for the Interconnection and power cabling.

21.4 Rates Elements for **SBC WISCONSIN** Central Offices

21.4.1 Caged Collocation

21.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this

Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

21.4.2 DC Power Arrangement Provisioning

21.4.2.1 When the Collocator selects the option to provide and install its power cable by a SBC WISCONSIN Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC WISCONSIN Battery Distribution Fuse Bay or Power Plant Primary Distribution, but SBC WISCONSIN approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by Telecommunication Carriers SBC WISCONSIN Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC WISCONSIN observation, through SBC WISCONSIN cable vault to the Collocator's equipment with SBC WISCONSIN approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but SBC WISCONSIN approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator selects the option to provide and install its Interconnection cabling by an SBC WISCONSIN approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will

have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC WISCONSIN approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10 Collocation to Collocation Connection

21.4.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.

21.4.10.1.1 Fiber Cable (12 Fiber Pair)

21.4.10.1.1.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the Interconnection cabling by SBC WISCONSIN approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two Collocation arrangements and the required terminations at each virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.5 Route Design

21.4.10.1.5.1 This sub-element provides the route design for Collocation-to-Collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary of this Appendix.

APPENDIX

VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 The Appendix provides for Virtual Collocation for the purpose of interconnecting to **SBC WISCONSIN** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to **SBC WISCONSIN**'s Section 251(c)(3) Unbundled Network Elements ("Section 251(c)(3) UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated Telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from **SBC WISCONSIN** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any **SBC WISCONSIN** tariff, and agree not to so purchase or attempt to so purchase from any **SBC WISCONSIN** tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC WISCONSIN** to enforce the foregoing (including if **SBC WISCONSIN** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC WISCONSIN** may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC WISCONSIN** may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, **SBC WISCONSIN** will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of **SBC WISCONSIN**'s premises, **SBC WISCONSIN** will offer Virtual Collocation wherein **SBC WISCONSIN** maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. **SBC WISCONSIN** may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that **SBC WISCONSIN** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for Interconnection with **SBC WISCONSIN** for the transmission and routing of Telephone Exchange Service and Exchange Access as well as **SBC WISCONSIN** provided Section 251(c)(3) UNEs. Virtual Collocation in CEVs, huts and cabinets is available for Interconnection with **SBC WISCONSIN** provided UNEs.

- 1.5 Rates for the individual Section 251(c)(3) UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with SBC WISCONSIN.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN within SBC WISCONSIN's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN within SBC WISCONSIN's CEVs, huts and cabinets is contained in 12.5 (Rate Elements for SBC WISCONSIN CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to SBC WISCONSIN for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC WISCONSIN provided Section 251(c)(3) UNEs when the equipment is provided by the Collocator.
- 1.8 Virtual Collocation provides for Interconnection between SBC WISCONSIN and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in SBC WISCONSIN Central Offices and for Interconnection with SBC WISCONSIN provided Section 251(c)(3) UNEs in SBC WISCONSIN Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at SBC WISCONSIN Wire Centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC WISCONSIN CEVs, huts and cabinets. Upon request, SBC WISCONSIN will provide a listing of locations of SBC WISCONSIN's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Section 251(c)(3) UNEs. Such access is provided through cross connects purchased from the Agreement. Section 251(c)(3) UNEs including associated cross connects are obtained from the Agreement between the Collocator and SBC WISCONSIN. Cross connects associated with Section 251(c)(3) UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in SBC WISCONSIN's Technical Publication <https://clec.sbc.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for Interconnection to SBC WISCONSIN under 47.U.S.C. § 251(c)(2) or accessing SBC WISCONSIN's Section 251(c)(3) UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to Interconnection or access to Section 251(c)(3) UNEs. Such uses are limited to Interconnection to SBC WISCONSIN's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to SBC WISCONSIN's Section 251(c)(3) UNEs "for the provision of a Telecommunications service."
 - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC WISCONSIN is not required nor shall it permit the Collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, SBC WISCONSIN voluntarily permits Collocator Collocation of certain Multifunctional Equipment included in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "Advanced Services Equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used

to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 **SBC WISCONSIN** does not allow Collocation of other Multifunctional Equipment, except that **SBC WISCONSIN** will voluntarily allow Collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of Interconnection with **SBC WISCONSIN**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **SBC WISCONSIN**'s Section 251(c)(3) UNEs for the provision of a Telecommunications service. **SBC WISCONSIN** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC WISCONSIN** and Collocator mutually agree to such Collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for Interconnection or access to Section 251(c)(3) UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **SBC WISCONSIN** will not allow Collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 **SBC WISCONSIN** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **SBC WISCONSIN** and Collocator mutually agree to such placement, in **SBC WISCONSIN**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC WISCONSIN** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **SBC WISCONSIN** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **SBC WISCONSIN** or (2) requested by Collocator and accepted by **SBC WISCONSIN** on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC WISCONSIN**'s agreement not to disturb these Collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in **SBC WISCONSIN** network equipment areas of Eligible Structures by **SBC WISCONSIN** or Collocator must meet **SBC WISCONSIN** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC WISCONSIN**) prior to January 1, 1998 with no known history of safety

problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC WISCONSIN and its contractors when engineering and installing equipment.

- 1.10.10 In the event that SBC WISCONSIN denied Collocation of Collocator's equipment, citing Safety Standards, SBC WISCONSIN will provide within five (5) Business Days of Collocator's written request to SBC WISCONSIN representative(s), a list of SBC WISCONSIN equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC WISCONSIN equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event SBC WISCONSIN believes that collocated equipment is not necessary for Interconnection or access to Section 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the Collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, SBC WISCONSIN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Section 10 of the General Terms and Conditions Attachment of this Agreement .
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If SBC WISCONSIN chooses to have its personnel present when the CLEC equipment is installed, then SBC WISCONSIN's presence will be at its own expense. However, if SBC WISCONSIN demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by SBC WISCONSIN.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
 - 1.12.1 SBC WISCONSIN provides Virtual Collocation for Interconnection to SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to SBC WISCONSIN's Section 251(c)(3) UNEs pursuant to 47 U.S.C. § 251(c)(3).

- 1.12.2 The use of Virtual Collocation for (1) Interconnection to SBC WISCONSIN or (2) access to SBC WISCONSIN's Section 251(c)(3) UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC WISCONSIN Wire Centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC WISCONSIN CEVs, huts and cabinets.
- 1.12.3 In addition, the following terms and conditions contained in the SBC WISCONSIN's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical or Virtual Collocation which has sufficient Telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical or Virtual Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical or Virtual Collocation space within SBC WISCONSIN Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC WISCONSIN's Central Office or Eligible Structure.
 - 2.3.1 Such arrangement shall be used for Interconnection or access to Section 251(c)(3) UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC WISCONSIN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for Interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of SBC WISCONSIN's Central Office or Eligible Structure.
 - 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of Interconnection, and the time frame needed to complete provisioning of the arrangement. SBC WISCONSIN shall provide a response to Collocator within ten (10) Days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC WISCONSIN's facilities. SBC WISCONSIN shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
 - 2.3.3 In the event that interior space in an Eligible Structure becomes available, SBC WISCONSIN will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to

relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC WISCONSIN** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **SBC WISCONSIN** and Telecommunications Carrier will mutually agree on the location of the designated space on **SBC WISCONSIN** premises where the adjacent structure will be placed. **SBC WISCONSIN** will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical or Virtual Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by **SBC WISCONSIN** or other collocators. **SBC WISCONSIN** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of Collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and **SBC WISCONSIN** is not reached regarding the Custom Work Charge, **SBC WISCONSIN** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **SBC WISCONSIN** shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **SBC WISCONSIN** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **SBC WISCONSIN** shall file the appropriate Interconnection agreement amendment. However, **SBC WISCONSIN** shall not delay completion of such work during the agreement approval process. **SBC WISCONSIN** shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar Days unless otherwise specified. However, any time period equal to or less than five Days, day denotes Business Day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical or Virtual Collocation arrangement located in **SBC WISCONSIN** Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to **SBC WISCONSIN**'s Central Offices and serving Wire Centers, as well as all buildings or similar structures owned or leased by **SBC WISCONSIN** that house its network facilities, and all structures that house **SBC WISCONSIN**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate Telecommunications equipment in any of the methods of Collocation available under this Appendix is exhausted or completely occupied. Before **SBC WISCONSIN** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC WISCONSIN** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for Collocation; however, removal of the equipment shall not cause a delay in **SBC**

WISCONSIN's response to a Collocator's application or in provisioning Collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, SBC WISCONSIN may reserve space for transport equipment for current year plus two years. Additionally, SBC WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC WISCONSIN or for future use by SBC WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. SBC WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical or Virtual Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A Collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a Collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection with or access to Section 251(c)(3) UNEs of SBC WISCONSIN's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to SBC WISCONSIN or access to SBC WISCONSIN provided Section 251(c)(3) UNEs is ordered as set forth in SBC WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in SBC WISCONSIN. SBC WISCONSIN will designate the location or locations within its Wire Centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 SBC WISCONSIN will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, Wire Center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate Interconnection and access to SBC WISCONSIN's Section 251(c)(3) UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.

4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC WISCONSIN property. Suitable replacements are to be immediately provided to SBC WISCONSIN to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to SBC WISCONSIN Central Office using the equipment spare within five (5) Days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 SBC WISCONSIN will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
- 5.1.2 Location and completion of all splicing,
- 5.1.3 Completion of installation of equipment and facilities,
- 5.1.4 Removal of above facilities and equipment,
- 5.1.5 To the extent known, the Collocator can provide forecasted information to SBC WISCONSIN on anticipated additional Virtual Collocation requirements,
- 5.1.6 To the extent known, the Collocator is encouraged to provide SBC WISCONSIN with a listing of the equipment types that they plan to virtually collocate in SBC WISCONSIN's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that SBC WISCONSIN personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, SBC WISCONSIN will begin development of the quotation. SBC WISCONSIN will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of Interconnection facilities or space within ten (10) calendar Days of submission of the completed application.
- 6.1.2 In responding to an application request, SBC WISCONSIN shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar Days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar Days. After forty-five (45) calendar Days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation Interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) Business Days, the quotation interval will be increased by five (5) Business Days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with SBC WISCONSIN at least twenty (20) calendar Days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once SBC WISCONSIN has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar Days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SBC WISCONSIN will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar Days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and Interconnection cabling is provided to the Virtual Collocation area.
- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar Days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar Days	With <u>SBC WISCONSIN</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar Days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active Collocation space), SBC WISCONSIN shall have an additional thirty (30) calendar Days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SBC WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar Days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and Interconnection cabling is provided to the Collocation area. SBC WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar Days from the receipt of the Collocator's acceptance of the quotation where SBC WISCONSIN will be installing all or some of the bays. SBC WISCONSIN considers power to

be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

6.3.1 **SBC WISCONSIN** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 **SBC WISCONSIN** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.

6.3.3 In this arrangement, Telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and **SBC WISCONSIN** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC WISCONSIN** will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 **SBC WISCONSIN** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at Collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding Telecommunications equipment that requires additional electrical power
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by SBC WISCONSIN to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SBC WISCONSIN Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.
- 6.5.2 SBC WISCONSIN will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to SBC WISCONSIN Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) Business Days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 SBC WISCONSIN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, SBC WISCONSIN may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to SBC WISCONSIN Central Offices and SBC WISCONSIN CEVs, huts and cabinets and are applicable for all repairs performed by SBC WISCONSIN on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC WISCONSIN with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC WISCONSIN will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by SBC WISCONSIN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC WISCONSIN with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC WISCONSIN will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC WISCONSIN will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC WISCONSIN to remove the Collocator's equipment and facilities from SBC WISCONSIN's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC WISCONSIN is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) Business Days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC WISCONSIN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC WISCONSIN will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC WISCONSIN or its contractors during the removal process. However, Collocator will indemnify and hold SBC WISCONSIN harmless for any damage done to virtually collocated equipment if SBC WISCONSIN permits the Collocator to hire a contractor approved by SBC WISCONSIN to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC WISCONSIN and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) Days after removal of CLEC Virtual Collocation equipment, SBC WISCONSIN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC WISCONSIN and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC WISCONSIN instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (SBC WISCONSIN DOES ALL WORK)

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC WISCONSIN under section 251(c)(2) and for access to SBC WISCONSIN provided Section 251(c)(3) UNEs under 251(c)(3), when the Collocator provides the equipment.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation for Interconnection with SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC WISCONSIN provided Section 251(c)(3) UNEs under 251(c)(3) in SBC WISCONSIN's Central Offices are set forth in the UNE Appendix Pricing. Rates and charges specific to Virtual Collocation for access to SBC WISCONSIN provided Section 251(c)(3) UNEs in SBC WISCONSIN CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC WISCONSIN CEVs, huts and cabinets).

12.4 Rate Elements for SBC WISCONSIN Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for Interconnection with SBC WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC WISCONSIN's provided Section 251(c)(3) UNEs to be used in conjunction with Virtual Collocation in SBC WISCONSIN's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers **SBC WISCONSIN** costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for **SBC WISCONSIN** personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional Interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **SBC WISCONSIN**'s Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **SBC WISCONSIN** expressed as a monthly rate. **SBC WISCONSIN**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **SBC WISCONSIN** and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for **SBC WISCONSIN** to recover the costs associated with preparing the Eligible Structure for Telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **SBC WISCONSIN** to recover costs associated with preparing space within the Eligible Structure for Telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits **SBC WISCONSIN** to recover costs associated with securing the Telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for SBC WISCONSIN pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Section 251(c)(3) UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SBC WISCONSIN will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the Collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between SBC WISCONSIN's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC WISCONSIN's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC WISCONSIN's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between SBC WISCONSIN's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 SBC WISCONSIN provided single signal from SBC WISCONSIN's timing source to provide synchronization between a Collocator's single network element and SBC WISCONSIN's equipment expressed as a recurring and non-recurring rate.

Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

- 12.4.16.1 **SBC WISCONSIN** is responsible for determining when training is necessary and how many of **SBC WISCONSIN**'s employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a Wire Center selected by the Collocator for Virtual Collocation. **SBC WISCONSIN** will be limited to request training for four (4) of **SBC WISCONSIN**'s personnel per location, unless a different number is mutually agreed upon by **SBC WISCONSIN** and Collocator.
- 12.4.16.2 The Collocator may have **SBC WISCONSIN** arrange for the required training of **SBC WISCONSIN**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.
- 12.4.16.3 If **SBC WISCONSIN** chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:
 - 12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
 - 12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC WISCONSIN** employee training.
 - 12.4.16.3.3 arrange and pay all costs associated with **SBC WISCONSIN** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC WISCONSIN** employee training.
- 12.4.16.4 **SBC WISCONSIN** will work cooperatively with the Collocator to schedule **SBC WISCONSIN**'s personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for **SBC WISCONSIN**'s personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

- 12.4.17.1.1 This rate element is a labor rate charged by **SBC WISCONSIN** to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
- 12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

- 12.4.17.2.1 This rate element is a labor rate charged by **SBC WISCONSIN** to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.
- 12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
- 12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

- 12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two Collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

- 12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two Collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

- 12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two Collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

- 12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two Collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

- 12.4.18.5.1 This sub-element provides the route design for Collocation-to-Collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

- 12.4.19.1 This rate element is a labor rate charged by **SBC WISCONSIN** to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety

requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC WISCONSIN** to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for **SBC WISCONSIN**'s CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **SBC WISCONSIN**'s provided Section 251(c)(3) UNEs in **SBC WISCONSIN**'s CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC WISCONSIN** CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for SBC WISCONSIN personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, SBC WISCONSIN shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC WISCONSIN and other Collocators.

13.3 After Collocator has been provided with written notification by SBC WISCONSIN that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structure without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC WISCONSIN shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SBC WISCONSIN shall not prevent the Collocator from entering the Eligible Structure. If SBC WISCONSIN does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC WISCONSIN shall deliver the requested documents to Collocator immediately upon locating same.

13.4 SBC WISCONSIN will provide a security escort with the Collocator paying the expense for the escort. SBC WISCONSIN will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC WISCONSIN may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC WISCONSIN as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC WISCONSIN with reasonable notice of the entry. Notice will be provided to SBC WISCONSIN's Local Operations Center, which will be available to receive notice

twenty-four (24) hours a day, seven (7) Days a week. Collocator providing notice to SBC WISCONSIN's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

- 13.6 The Collocator shall conduct background checks of the technicians who have access to the Collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC WISCONSIN security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC WISCONSIN or other Collocators in jeopardy.
- 13.7 SBC WISCONSIN may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where Collocation will take place.
- 13.8 SBC WISCONSIN shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC WISCONSIN's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and Interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of SBC WISCONSIN

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC WISCONSIN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC WISCONSIN and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless SBC WISCONSIN, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC WISCONSIN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC WISCONSIN or its employees. The provisions in this Section are reciprocal and applicable also to SBC WISCONSIN.
- 14.1.3 SBC WISCONSIN shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC WISCONSIN and any other Indemnitee subject to any such claim fully informed as

to the progress of such defense, and (b) afford SBC WISCONSIN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC WISCONSIN and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.
 - 14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC WISCONSIN will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 14.2.4 Collocator releases SBC WISCONSIN from and waives any and all right of recovery, claim, action or cause of action against SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC WISCONSIN, and any rights of Collocator against SBC WISCONSIN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC WISCONSIN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 14.2.5 SBC WISCONSIN requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC WISCONSIN as well. If a certificate is not received, SBC WISCONSIN will notify the Collocator and the Collocator will have five (5) Business Days to cure the deficiency.
- 14.2.7 If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes SBC WISCONSIN, and SBC WISCONSIN may, but is not required to, obtain

insurance on behalf of the Collocator as specified herein. SBC WISCONSIN will invoice Collocator for the costs incurred to so acquire insurance.

- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

14.3 Conduct While in SBC WISCONSIN Eligible Structures

- 14.3.1 Collocator and SBC WISCONSIN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC WISCONSIN for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or SBC WISCONSIN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or SBC WISCONSIN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of SBC WISCONSIN:
 - 14.3.1.1 Theft or destruction of SBC WISCONSIN's or Collocator's property;
 - 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC WISCONSIN's property;
 - 14.3.1.3 Threats or violent acts against other persons on SBC WISCONSIN's property;
 - 14.3.1.4 Knowing violations of any local, state or federal law on SBC WISCONSIN's property;
 - 14.3.1.5 Permitting unauthorized persons access to SBC WISCONSIN or Collocator's equipment on SBC WISCONSIN's property; and
 - 14.3.1.6 Carrying a weapon on SBC WISCONSIN's property.
- 14.3.2 In addition, Collocator and SBC WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC WISCONSIN or the Collocator of SBC WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in SBC WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in SBC WISCONSIN, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC WISCONSIN security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC WISCONSIN's own employees and authorized contractors must undergo. SBC WISCONSIN will not, however, require Collocator to receive security training from SBC WISCONSIN, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in SBC WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in SBC WISCONSIN.

15. INTENTIONALLY LEFT BLANK

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for SBC WISCONSIN's Offices

16.1.1 This security escort charge consists of the charges for SBC WISCONSIN provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for SBC WISCONSIN's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for SBC WISCONSIN provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Collocation Rate Summary applicable to Collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC Collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its Interconnection and power cabling with an SBC WISCONSIN Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its Interconnection cabling between the Collocator's dedicated space and SBC WISCONSIN Main Distribution Frame (MDF) or its equivalent by SBC WISCONSIN Approved Vendor. This option is only available if Collocator does all three (3) activities associated with Interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all Interconnection cabling requested on the application. If Collocator selects this option, the

Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, **SBC WISCONSIN** will install and stencil termination blocks or panels at **SBC WISCONSIN** Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's **SBC WISCONSIN** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **SBC WISCONSIN** Approved Vendor must obtain an approved Method Procedure (MOP) from **SBC WISCONSIN** and follow **SBC WISCONSIN**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

- 17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and **SBC WISCONSIN**'s Battery Distribution Fuse Bay (BDFB) by **SBC WISCONSIN** Approved Power Installation Vendor. When **SBC WISCONSIN** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC WISCONSIN** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 17.2.2 The Collocator must contact **SBC WISCONSIN** project manager five (5) Business Days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC WISCONSIN** Power Plant Primary Distribution, which will be performed by **SBC WISCONSIN**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its Interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **SBC WISCONSIN** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC WISCONSIN** and follow **SBC WISCONSIN**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

- 17.3.1 Implementation Intervals when CLEC hires **SBC WISCONSIN** Approved Vendor Installs Interconnection and Power Cabling.
 - 17.3.1.1 **SBC WISCONSIN** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC WISCONSIN**. **SBC WISCONSIN** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar Days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC WISCONSIN** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC WISCONSIN** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC WISCONSIN** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar Days after being advised of the deficiencies. Any changes to the amount or type of floor space, Interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new

and augment Virtual Collocation Applications apply only when the Collocator installs Interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which **SBC WISCONSIN** shall construct and turnover to the Collocator's **SBC WISCONSIN** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC WISCONSIN** receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide **SBC WISCONSIN**, within seven (7) calendar Days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC WISCONSIN** has received such response and payment. If the Collocator has not provided **SBC WISCONSIN** such response and payment by the twelfth (12th) calendar day after the date **SBC WISCONSIN** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC WISCONSIN**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **SBC WISCONSIN** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by **SBC WISCONSIN** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC WISCONSIN** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar Days	80 calendar Days	180 calendar Days
11 - 20	65 calendar Days	85 calendar Days	185 calendar Days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) Business Days, the above delivery intervals will be increased by five (5) Days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC WISCONSIN** from a Collocator within a ten (10) Business Day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC WISCONSIN**.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC WISCONSIN** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) Days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar Days and Application (11) will be assigned eighty five (85) calendar Days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar Days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by SBC WISCONSIN prior to the space being turned over to the Collocator's SBC WISCONSIN Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's SBC WISCONSIN Approved Vendor by SBC WISCONSIN.

17.3.3 Cable Augments

17.3.3.1 For the following Interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

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

17.3.3.3 The cabling Augment interval is determined by SBC WISCONSIN taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for Collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by SBC WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC WISCONSIN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>
1 – 10	30 calendar Days	60 calendar Days
11 - 20	35 calendar Days	65 calendar Days

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) Business Days, the above cabling Augment intervals will be increased by five (5) Days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by

SBC WISCONSIN from a Collocator within a ten (10) Business Day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar Days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar Days and for Applications (11-12) sixty five (65) calendar Days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, **SBC WISCONSIN** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar Days or mutually agreed upon time, from **SBC WISCONSIN**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the Interconnection and power cabling.

17.4 Rates Elements for **SBC WISCONSIN** Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by **SBC WISCONSIN** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the Interconnection cabling by a **SBC WISCONSIN** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the Interconnection cabling by **SBC WISCONSIN** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the Interconnection cabling by **SBC WISCONSIN** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply.

This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

- 17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 17.4.5.1 When the Collocator selects the option to provide and install the Interconnection cabling by **SBC WISCONSIN** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
 - 17.4.6.1 When the Collocator selects the option to provide and install the Interconnection cabling by **SBC WISCONSIN** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.7 Fiber Interconnection Cable Arrangement
 - 17.4.7.1 When the Collocator selects the option to provide and install the Interconnection cabling by a **SBC WISCONSIN** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.8 Collocation to Collocation Connection
 - 17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.
 - 17.4.8.1.1 Fiber Cable (12 Fiber Pair)
 - 17.4.8.1.1.1 When the Collocator selects the option to provide and install the Interconnection cabling by a **SBC WISCONSIN** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.2.1 Copper Cable
 - 17.4.8.2.1.1 When the Collocator selects the option to provide and install the Interconnection cabling by a **SBC WISCONSIN** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.3.1 Coax Cable
 - 17.4.8.3.1.1 When the Collocator selects the option to provide and install the Interconnection cabling by a **SBC WISCONSIN** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.4.1 Cable Racking and Hole
 - 17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two Collocation arrangements and the required terminations at each Virtual

Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for Collocation-to-Collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

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COLLOCATION RATE SUMMARY
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13-STATE/24-7 TELCOM, INC.
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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
3	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
11	Planning	Per Request	NRFCD		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
15	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)	NONE			
19	200 Amp	Per Power Panel (CLEC Provided)	NONE			
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad	NONE			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps	S8GCS	\$14.62		
29	Per Amp	Per Amp	S8GCR	\$10.61		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	NRFCQ		\$168.04	
39	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
56	Route Design		NRFCX		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRF CZ		\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request	NRFCL		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		

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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
72	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
73	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
82	Planning	Per Request	NRFCD		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
86	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps	S8GCS	\$14.62		
99	Per Amp	Per Amp	S8GCR	\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	NRFQ		\$168.04	
109	Security Access / ID Cards	Per Five Cards	NRFM		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
126	Route Design		NRFcx		\$424.88	
127	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFcr		\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFcu		\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour	NRFcv		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFcz		\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request	NRFcl		\$3,100.00	
141	Dedicated power Plant FLoor Space	Per Request	S8GCQ	\$394.00		
142						

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
144	REAL ESTATE					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
148	COMMON SYSTEMS					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
150	PLANNING					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
152	Planning	Per Request	NRFcj		\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	NRFce		\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	NRFcf		\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFcg		\$2,884.60	
156	Planning - Non-Standard	Per Request	NRFch		\$1,436.00	
157	POWER PROVISIONING					
158	Power Panel:					
159	50 Amp	Per Power Panel (CLEC Provided)	NONE			
160	200 Amp	Per Power Panel (CLEC Provided)	NONE			
161	Power Cable and Infrastructure:					
162	Power Cable Rack	Per Four Power Cables or Quad	NONE			
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
166	Equipment Grounding:					
167	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
168	DC POWER AMPERAGE CHARGE					
169	HVAC	Per 10 Amps	S8GCS	\$14.62		
170	Per Amp	Per Amp	S8GCR	\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
172	FIBER CABLE PLACEMENT					
173	Central Office:					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
176	CEV, HUT & Cabinets:					
177	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
179	MISCELLANEOUS & OPTIONAL COST:					
180	MISCELLANEOUS COSTS					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
182	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
183	Space Availability Report	Per Premise	NRFcq		\$168.04	
184	Security Access / ID Cards	Per Five Cards	NRFcm		\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	NRFcn		\$203.35	
186	CAGELESS / POT BAY OPTIONS					
187	Standard Equipment Bay	Each (CLEC Provided)	NONE			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
190	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
191	DDP-1 Panel	Each (CLEC Provided)	NONE			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
194	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
196	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
197	CEV, HUT, CABINET					
198	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
199	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
200	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
201	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
202	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
203	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
204	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
205	INTERCONNECTION COSTS:					
206	ILEC TO CLEC CONNECTION					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
218	Route Design		NRFCX		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application	NRFCK		\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRF CZ		\$23.23	
234						
	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
235						
236	REAL ESTATE					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
244	Planning	Per Request	NRF CJ		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	NRF CE		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	NRF CF		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	NRF CG		\$2,884.60	
248	Planning - Non-Standard	Per Request	NRF CH		\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps	S8GCS	\$14.62		
261	Per Amp	Per Amp	S8GCR	\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	NRF CQ		\$168.04	
275	Security Access / ID Cards	Per Five Cards	NRF CM		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	NRF CN		\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each	NRF CO	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	NRF CP	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

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EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
307	Route Design		NRFCX		\$424.88	
308	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application	NRFCK		\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
333	Planning	Per Request	NRF CJ		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	NRF CE		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	NRF CF		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	NRF CG		\$2,884.60	
337	Planning - Non-Standard	Per Request	NRF CH		\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad	NONE			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps	S8GCS	\$14.62		
351	Per Amp	Per Amp	S8GCR	\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRFCQ		\$168.04	
361	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request	NRFCL		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay	S8GCL		\$92.81	
381	Safety & Security	Per Frame	S8GCN		\$195.57	
382	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
387	Planning	Per Request	NRFCJ		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
391	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps	S8GCS	\$14.62		
404	Per Amp	Per Amp	S8GCR	\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRFCQ		\$168.04	
414	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
429	Dedicated power Plant FLoor Space	Per Request	S8GCQ	\$394.00		
430						
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
432	REAL ESTATE					
433	Site Conditioning	Per Frame	S8FX5		\$92.81	
434	Safety & Security	Per Frame	S8FX6		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
439	PLANNING					
440	Planning	Per Request	NRM99		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad	NONE			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps	S8FXO	\$14.62		
453	Per Amp	Per Amp	S8FXN	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE			
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
471	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
489	Route Design		NRLWF		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
496	SECURITY ESCORT					
497	CENTRAL OFFICE TYPE					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
510	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
511	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame	S8FX5		\$92.81	
521	Safety & Security	Per Frame	S8FX6		\$195.57	
522	Floor Space Usage	Per Frame	S8FX1	\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
525	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
526	PLANNING					
527	Planning	Per Request	NRM99		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps	S8FXO	\$14.62		
539	Per Amp	Per Amp	S8FXN	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each	S8FX2	\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
575	Route Design		NRML9		\$463.36	
576	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
596	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request	NRFA1		\$9,268.73	
607	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot	S8GEN	\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
618	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

A	B	C	D	E	F	
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp	S8GCR	\$10.61		
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
630	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
641	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
642	PLANNING					
644	Planning - Initial	Per Request	NRFA1		\$9,268.73	
645	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot	S8GEN	\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
656	AC Usage	Per KWH	S8GEO	\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp	S8GCR	\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
679						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/24-7 TELCOM, INC.
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
680	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
681	PLANNING					
682	Planning	Per Request	NRFA3		\$1,254.32	
683	CONDUIT					
684	Conduit Space	Per Innerduct	S8GEW	\$1.17		
685	INTERCONNECTION COSTS:					
686	ILEC TO CLEC CONNECTION					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02		
692						
693	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
694	PLANNING					
695	Planning	Per Request	NRFA3		\$1,254.32	
696	CONDUIT					
697	Conduit Space	Per Innerduct	S8GEW	\$1.17		
698	INTERCONNECTION COSTS:					
699	ILEC TO CLEC CONNECTION					
700	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31	
701	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20	

APPENDIX DIRECT

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The Prices at which **SBC WISCONSIN** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Automated Message Accounting” (AMA)** - Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link” (CPDL)** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment” (DTE)** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch” (DMS 200)** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** - The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One” (D1)** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages” (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System” (IVS)** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position” (MP, MPX or MPX-IWS)** - Operator Workstations.
- 2.11 **“Non-Published Number” (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center” (OSC)** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC WISCONSIN** DA Operator.
- 2.14 **“Nortel Queue Management System” (QMS)** - Supports up to 255 unique queues on calls to operator positions.

- 2.15 **"Nortel Traffic Operating Position System" (TOPS)** - Performs base call processing functions and support service capabilities.
- 2.16 **"Nortel/IBM Protocol"** - Allows communication between Nortel Switch and IBM database.
- 2.17 **"IBM Platform"** - Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to **SBC WISCONSIN**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC WISCONSIN** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC WISCONSIN**'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CPDL). CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between **Nortel** Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF **SBC WISCONSIN**

- 4.1 **SBC WISCONSIN** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC WISCONSIN** listings.
- 4.2 **SBC WISCONSIN** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC WISCONSIN**'s methods, practices, and procedures.
- 4.3 **SBC WISCONSIN** shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 **SBC WISCONSIN** shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to **SBC WISCONSIN**. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees.
 - 5.2.1 **SBC WISCONSIN** - The IBM RISC 6000 does not support the CPDL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and **SBC WISCONSIN**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC WISCONSIN**, and CLEC will reimburse **SBC WISCONSIN** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless SBC WISCONSIN from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC WISCONSIN employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 SBC WISCONSIN - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of SBC WISCONSIN. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, SBC WISCONSIN will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from SBC WISCONSIN's listing.

APPENDIX DA

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APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched-ports as 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 directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide the following DA Services:
 - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
 - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the home NPA and/or local/intraLATA serving area 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 or other dialing arrangement.
 - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
 - 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**
 - 2.1.3.1 **SBC WISCONSIN** - provided service whereby end users may request directory assistance information outside their LATA **or** Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 2.1.4 **REVERSE DIRECTORY ASSISTANCE (RDA)**
 - 2.1.4.1 **SBC-WISCONSIN - An informational service.** Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:
 - 3.1.1 **"Non-List Telephone Number or DA only Telephone Number"** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
 - 3.1.2 **"Non-Published Number"** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
 - 3.1.3 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, SBC WISCONSIN will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where SBC WISCONSIN 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 WISCONSIN is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 SBC WISCONSIN - CLEC will provide written specifications of its company name to be used by SBC WISCONSIN to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing SBC WISCONSIN Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in SBC WISCONSIN Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 SBC WISCONSIN - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by SBC WISCONSIN on behalf of CLEC when such services are provided in conjunction with the purchase of SBC WISCONSIN Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.2 Silent branding has the same requirements and rates as addressed in 4.1.1.5.1

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, SBC WISCONSIN will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform SBC WISCONSIN via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater information.

5.1.1.4 Where technically feasible and/or available, when an SBC WISCONSIN Operator receives a rate request from a CLEC End User, SBC WISCONSIN will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

6. RESPONSIBILITIES OF THE PARTIES

6.1 CLEC agrees that due to customer quality and work force scheduling, SBC WISCONSIN will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

- 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 WISCONSIN Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC WISCONSIN, 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.
- 6.3 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 WISCONSIN 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 WISCONSIN 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 WISCONSIN for inclusion in SBC WISCONSIN DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that SBC WISCONSIN may utilize CLEC's End User's listings contained in SBC WISCONSIN directory assistance database in providing existing and future SBC WISCONSIN directory assistance or DA related services.
- 6.8 CLEC further agrees that SBC WISCONSIN can release CLEC's directory assistance listings stored in SBC WISCONSIN directory assistance database to competing providers.
- 6.9 SBC WISCONSIN may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the SBC WISCONSIN Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that SBC WISCONSIN may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.
- 6.10 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise SBC WISCONSIN that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, SBC WISCONSIN will remove the temporary listing from the DA database and the listing will remain as is. SBC WISCONSIN will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.
- 6.11 CLEC agrees SBC WISCONSIN has no obligation to verify a DA listing and assumes no responsibility to identify errors. SBC WISCONSIN will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees SBC WISCONSIN has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that SBC WISCONSIN shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold SBC WISCONSIN harmless from any and all third party claims arising from SBC WISCONSIN temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where SBC WISCONSIN acted with gross negligence or willful misconduct.

7. METHODS AND PRACTICES

- 7.1 SBC WISCONSIN will provide DA Services to CLEC's End Users in accordance with SBC WISCONSIN DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both Parties.

8. PRICING

- 8.1 The prices at which **SBC WISCONSIN** agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, **SBC WISCONSIN** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to 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 WISCONSIN** 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 WISCONSIN** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC WISCONSIN** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC WISCONSIN** within thirty (30) days of the issuance of any bills by **SBC WISCONSIN** amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC WISCONSIN** pursuant to this Appendix prior to its termination.

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APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for which the applicable SBC Communications Inc. (SBC) agrees to license its Directory Assistance Listing (DAL) information to 24-7 Telcom, Inc.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The prices at which **SBC WISCONSIN** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL)).
 - 2.1.1 **SBC WISCONSIN** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 **SBC WISCONSIN** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC WISCONSIN**'s DA to obtain such information.
 - 2.1.3 Inasmuch as **SBC WISCONSIN** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC WISCONSIN**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.
 - 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC WISCONSIN**'s DA database.
 - 2.1.5 **SBC WISCONSIN** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 **SBC WISCONSIN** shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.5.2 **SBC WISCONSIN** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC WISCONSIN** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
 - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including

any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

- 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC WISCONSIN**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
- 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's database. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by SBC shall remain the property of **SBC WISCONSIN**. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC WISCONSIN**'s directory assistance listing information.

5. LIABILITY

- 5.1 **SBC WISCONSIN** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC WISCONSIN** makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases **SBC WISCONSIN** from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.3 CLEC shall indemnify, protect, save harmless and defend SBC WISCONSIN (or SBC WISCONSIN's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to this SBC WISCONSIN Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC WISCONSIN, and/or against SBC WISCONSIN alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the directory assistance listing information, SBC WISCONSIN may, at its option, assume and undertake its own defense, or assist in the defense of CLEC.

6. TERM OF APPENDIX

6.1 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 (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable SBC-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILEC Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 **"Automatic Location Identification"** or **"ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 **"Automatic Number Identification"** or **"ANI"** means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 **"Company Identifier"** or **"Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 **"Database Management System"** or **"DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 **"E911 Universal Emergency Number Service"** (also referred to as **"Expanded 911 Service"** or **"Enhanced 911 Service"**) or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.10 **"Emergency Service Number"** or **"ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN

facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.11 **“National Emergency Number Association”** or **“NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 **“Public Safety Answering Point”** or **“PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 **“Selective Routing”** and **“Selective Router”** or **“SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.14 **“Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or CPE.

3. **SBC WISCONSIN RESPONSIBILITIES**

3.1 **SBC WISCONSIN** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to provide CLEC access to the 911 SR and DBMS set forth herein in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and when **SBC WISCONSIN** provides the 911 System component. In such situations, **SBC WISCONSIN** shall provide CLEC access to the **SBC Wisconsin** 911 System as described in this section in.

3.2 Call Routing

3.2.1 **SBC WISCONSIN** will route 911 calls from the **SBC WISCONSIN** SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **SBC WISCONSIN** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC WISCONSIN** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **SBC WISCONSIN** will report this “No Record Found” condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **SBC WISCONSIN** shall provide and maintain sufficient dedicated E911 trunks from **SBC WISCONSIN**’s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **SBC WISCONSIN** will provide facilities to interconnect the CLEC to the **SBC WISCONSIN** SR, as specified in the applicable **SBC WISCONSIN** Access tariff. Additionally, when diverse facilities are requested by CLEC, **SBC WISCONSIN** will provide such diversity where technically feasible, at standard **SBC WISCONSIN** Access Tariff rates.

3.3.3 **SBC WISCONSIN** and CLEC will cooperate to promptly test all trunks and facilities between CLEC’s network and the **SBC WISCONSIN** SR(s).

3.4 Database

3.4.1 Where **SBC WISCONSIN** manages the 911 and E911 Databases, **SBC WISCONSIN** shall provide CLEC access to the 911 and E911 Databases to store CLEC’s End User 911 Records [that is, the

name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

- 3.4.2 Where SBC WISCONSIN manages the 911 and E911 Databases, SBC WISCONSIN shall coordinate access to the SBC WISCONSIN DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where SBC WISCONSIN manages the E911 Database, SBC WISCONSIN's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that the DBMS is not functioning properly.

4. CLEC RESPONSIBILITIES

- 4.1 Call Routing
 - 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC WISCONSIN SR office of the 911 System, where SBC WISCONSIN is the 911 System Service Provider.
 - 4.1.2 CLEC will forward the ANI information of the party calling 911 to the SBC WISCONSIN 911 Selective Router.
- 4.2 Facilities and Trunking
 - 4.2.1 CLEC shall provide interconnection with each SBC WISCONSIN 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
 - 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 SR.
 - 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each SBC WISCONSIN 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 4.2.3.1 In SBC WISCONSIN only, CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
 - 4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the SBC WISCONSIN SR.
 - 4.2.5 CLEC shall provide sufficient trunking to interconnect with the designated SBC WISCONSIN 911 SR to route CLEC's originating 911 calls to the designated SBC WISCONSIN 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 interconnection
 - 4.2.6 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the SBC WISCONSIN 911 SR.
 - 4.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
 - 4.2.8 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with SBC WISCONSIN.

4.2.9 CLEC will cooperate with SBC WISCONSIN to promptly test all 911 interconnection trunks and facilities between CLEC's network and the SBC WISCONSIN 911 Selective Router(s) to assure proper functioning. CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the SBC WISCONSIN 911 SR(s). CLEC is responsible for advising SBC WISCONSIN of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying SBC WISCONSIN of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC WISCONSIN will refer network trouble to CLEC if no defect is found in SBC WISCONSIN's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once the 911 interconnection between CLEC and all appropriate SBC WISCONSIN SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC WISCONSIN for inclusion in SBC WISCONSIN's DBMS on a timely basis.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing SBC WISCONSIN updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC WISCONSIN 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated SBC WISCONSIN 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC WISCONSIN's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC WISCONSIN and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC WISCONSIN not later than forty-five (45) days prior to the passing of live traffic. SBC WISCONSIN shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to SBC WISCONSIN prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In SBC WISCONSIN, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in SBC WISCONSIN's Appendix Pricing or applicable SBC WISCONSIN Commission-approved access tariff.

9. LIABILITY

- 9.1 SBC WISCONSIN's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC WISCONSIN shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC WISCONSIN has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC WISCONSIN, CLEC shall not be liable to SBC WISCONSIN, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC WISCONSIN until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless SBC WISCONSIN from any and all Loss arising out of SBC WISCONSIN providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC WISCONSIN.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC WISCONSIN from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC WISCONSIN.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, SBC WISCONSIN is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.3 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates 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. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 3.1 Notwithstanding anything to the contrary in this Appendix or Agreement, SBC WISCONSIN is under no obligation to provide a Local Loops Discount outside the "Promotional Period" as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period "shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter."
- 3.2 SBC WISCONSIN will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers, during the "Promotional Periods" applicable to such loop, as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix. The rates are reflected in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 3.3 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, SBC WISCONSIN's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix Section 251(c)(3) as currently contained in this Agreement without reference to this Appendix. Unless SBC WISCONSIN receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount

or to convert such service to an available alternative service provided by SBC WISCONSIN, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate SBC WISCONSIN product/service offering pursuant to the rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (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 sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

3.4 The "Offering Window" for the Local Loops Discount for SBC Wisconsin closed on October 15, 2003. Moreover, CLEC shall be entitled to the discount only with respect to those underlying local loops ordered prior to October 16, 2003 for the Local Loop Discount, with a requested installation date of no later than November 15, 2003, as more specifically addressed in Paragraph 46 of the FCC Merger Conditions. Moreover, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, the adopting CLEC shall not be entitled to the Local Loops Discount unless that CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in its interconnection agreement with SBC Wisconsin that provided for the Local Loops Discount before October 15, 2003; and (2) even then, only with respect to those underlying local loops the Adopting CLEC ordered prior to October 16, 2003 for the Local Loop Discount with a requested installation date of no later than November 15, 2003, as more specifically addressed in Paragraph 46 of the FCC Merger Conditions.

4. PROMOTIONAL DISCOUNTS ON RESALE

4.1 The promotional resale discount ("Resale Discount") on telecommunications services that SBC WISCONSIN provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each SBC WISCONSIN on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC WISCONSIN that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC WISCONSIN that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.

4.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC WISCONSIN that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional

Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.

- 4.3 If CLEC does not qualify for the Resale Discount, SBC WISCONSIN'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 the Resale Discount or to convert such service to an available alternative service provided by SBC WISCONSIN, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate SBC WISCONSIN product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions 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.

5. CONFLICTING CONDITIONS

- 5.1 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 WISCONSIN, 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.

6. SUSPENSION OF CONDITIONS

- 6.1 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 provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC WISCONSIN after the date of such termination, order or finding. Thereafter, SBC WISCONSIN'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.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and SBC WISCONSIN. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, Meet Point Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.5 **SBC WISCONSIN** - As used herein, SBC WISCONSIN means the applicable above listed ILEC(s) doing business in Wisconsin.

2. DEFINITIONS

- 2.1 "**Access Tandem Switch**" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll traffic, as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC WISCONSIN.
- 2.2 "**End Office Switch**" or "**End Office**" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 2.3 "**IntraLATA Toll Traffic**" is defined as traffic between SBC WISCONSIN local calling areas and another SBC WISCONSIN local calling area or another LEC local calling area (in all cases where there is no mandatory local calling between the two areas) within the same LATA.
- 2.4 "**IntraLATA Trunk Group**" is defined as a trunk group carrying IntraLATA Toll traffic as defined above.
- 2.5 "**ISP-Bound Traffic**" is as defined in Appendix: Intercarrier Compensation.
- 2.6 "**Local Interconnection Trunk Groups**" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC end users and SBC WISCONSIN end users.
- 2.7 "**Local/IntraLATA Tandem Switch**" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches.

2.8 **“Local Only Tandem Switch”** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic

2.9 **“Local Only Interconnection Trunk Groups”** are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 **“Local Tandem”** refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 **“Meet Point Trunk Group”** carries traffic between CLEC’s end users and Interexchange Carriers (IXCs) via SBC WISCONSIN Access or Local/Access Tandem Switches.

2.12 **“Offers Service”** is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 **“Section 251(b)(5) Traffic”** is as defined in Section 4.1 of the Appendix Intercarrier Compensation.

2.14 **“Section 251(b)(5)/IntraLATA Toll Traffic”** shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll Traffic originating from an End User obtaining local dialtone from SBC-WISCONSIN where SBC-WISCONSIN is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only, Local Interconnection, and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups, originating at CLEC’s switch. SBC WISCONSIN shall issue ASRs for one-way trunk groups originating at the SBC WISCONSIN switch.

3.2 Trunk groups for Ancillary Services (e.g. OS/DA, BLVI, Mass Calling, and E911) and Meet Point can be established between a CLEC switch and an SBC WISCONSIN Tandem as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC’s switch and an SBC WISCONSIN Local Only, or Local/IntraLATA Tandem or End Office Switch. Separate two-way Meet Point Trunk Groups can be established between CLEC’s switch and an SBC WISCONSIN Access Tandem Switch. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Intentionally Left Blank

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC WISCONSIN agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 SBC WISCONSIN deploys in its network Local Only Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. In addition SBC WISCONSIN deploys Tandems that

switch ancillary traffic such as E911 (E911 Selective Routing Tandem), Operator Services/Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

- 4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all **SBC WISCONSIN** Local Tandems in the LATA in which CLEC Offers Service. If CLEC Offers Service in a LATA in which there is no SBC Local Tandem, CLEC shall establish Local Interconnection Trunk groups to each **SBC WISCONSIN** End Office Switch in that LATA in which it Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective **SBC WISCONSIN** Local Tandem on the trunk groups defined below. **SBC WISCONSIN** shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Groups (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **SBC WISCONSIN** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **SBC WISCONSIN** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate Local Tandem. If an **SBC WISCONSIN** End Office does not subtend an **SBC WISCONSIN** Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC and there will no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by **SBC WISCONSIN** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the **SBC WISCONSIN** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.5 Trunk Configuration

4.5.1 Trunk Configuration **SBC WISCONSIN**

- 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
- 4.5.1.2 Any **SBC WISCONSIN** switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and **SBC WISCONSIN** End Users.
- 5.2 Local Only and/or Local Interconnection Trunk Group(s) in each LATA:
 - 5.2.1 Tandem Trunking - Single Tandem LATAs
 - 5.2.1.1 In **SBC WISCONSIN**, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Only and/or Local Interconnection Trunk Groups established at all

SBC WISCONSIN Local Tandems in the LATA for calls destined to or from all **SBC WISCONSIN** End Offices that subtend these tandems.

5.2.2 Direct End Office Trunking

5.2.2.1 The Parties shall establish Direct End Office Local Interconnection Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.3 INTENTIONALLY OMITTED

5.4 Meet Point Trunk Group: **SBC WISCONSIN**

5.4.1 If CLEC uses the SBC Wisconsin Access Tandem Switch for routing IXC traffic, all IXC traffic shall be transported between CLEC's switch and the **SBC WISCONSIN** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of Exchange Access traffic between CLEC's End Users and IXC's via an **SBC WISCONSIN** Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **SBC WISCONSIN** has more than one Access or Local/Access Tandem Switch in a LATA, CLEC shall establish a Meet Point Trunk Group to every **SBC WISCONSIN** Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 **SBC WISCONSIN** will not block switched access customer traffic delivered to any **SBC WISCONSIN** Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC WISCONSIN** Access Tandem Switch or Local/Access Tandem Switch that CLEC switch subtends in each LATA. In no event will **SBC WISCONSIN** be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. **SBC WISCONSIN** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC WISCONSIN** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **SBC WISCONSIN**

5.5.1 If CLEC chooses **SBC WISCONSIN** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC),

800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC WISCONSIN Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that SBC WISCONSIN perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to SBC WISCONSIN over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to SBC WISCONSIN's Access or Local/Access Tandem Switch. Calls will be routed to SBC WISCONSIN over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to SBC WISCONSIN, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the LATA in which CLEC Offers Service. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be provisioned as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the Parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the LATA. If the E911 network does not have the appropriate technology available, an SS7 trunk group shall be established for each NPA in the LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC WISCONSIN E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 CLEC will cooperate with SBC WISCONSIN to promptly test all E911 trunks and facilities between CLEC's network and the SBC WISCONSIN E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC WISCONSIN**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXNs, it is necessarily

exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify SBC WISCONSIN at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC WISCONSIN HVCI/Mass Calling Serving Office to CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with SBC WISCONSIN the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that CLEC establishes a new choke NXX, CLEC must notify SBC WISCONSIN a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC WISCONSIN will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the SBC WISCONSIN Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix Inward Assistance Operator Services.

5.8.2 If SBC WISCONSIN agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC WISCONSIN OPERATOR SERVICES Tandem in the LATA for the NPA CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SBC

WISCONSIN OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When SBC WISCONSIN's operator is under contract to verify the busy status of CLEC End Users, SBC WISCONSIN will utilize a segregated one-way with MF signaling trunk group from SBC WISCONSIN's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to SBC WISCONSIN's OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EA OSS) from the equal access End Offices (EA EO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If CLEC chooses SBC WISCONSIN to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: SBC WISCONSIN

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. SBC WISCONSIN shall review this forecast and provide any additional information that may impact the information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC WISCONSIN General Trunk Forecast. Forecast shall be nonbinding on both SBC WISCONSIN and CLEC. Each forecast must include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries

pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

- 6.2 The semi-annual forecasts shall include:
 - 6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and
 - 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 6.2.3 The Parties shall agree on a forecast to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: SBC WISCONSIN**

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntralATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. **TRUNK SERVICING:**

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups.

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, SBC WISCONSIN will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation SBC WISCONSIN is responsible for issuing ASRs on one-way SBC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. SBC WISCONSIN will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only or Local Interconnection Trunk Group is at seventy-five percent (75 %) utilization, a TGSR is sent to CLEC for the final and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization:

8.3.2.1 Underutilization of Local Only, Local Interconnection, and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only, Local Interconnection, or Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only, Local Interconnection, or the Meet Point Trunk Group which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only, Local Interconnection, or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the

receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

- 8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 8.3.2.1.4 If SBC WISCONSIN does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC WISCONSIN will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC WISCONSIN reserves the right to issue ASRs to resize the Local Only, Local Interconnection, or Meet Point Trunk Groups.
- 8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within (10) business days after receipt of the TGSR
 - 8.4.1 Upon receipt and review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 8.5 Projects require the coordination and execution of multiple orders or related activities between and among SBC WISCONSIN and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
 - 8.5.1 Orders that comprise a project, i.e., greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.6 Due dates for the installation of Local Only, Local Interconnection and Meet Point Trunk Groups covered by this Appendix shall be based on SBC WISCONSIN's Intrastate Switched Access intervals. If either CLEC or SBC WISCONSIN is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Only, Local Interconnection, or Meet Point Trunk Groups by the due date, CLEC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by CLEC. Should CLEC fail to cancel such an ASR, SBC WISCONSIN shall treat that ASR as though it had been canceled.
- 8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects
 - 8.9.1 SBC WISCONSIN will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include, Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. SBC WISCONSIN will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in SBC WISCONSIN ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: SBC WISCONSIN

- 9.1 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at a minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. For SBC originated one-way, or for any two-way trunks, these reports can be made available weekly upon request.
- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in a MS-Excel format

10. NETWORK MANAGEMENT: SBC WISCONSIN

10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **SBC WISCONSIN** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

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

10.3 Mass Calling

- 10.3.1 CLEC and **SBC WISCONSIN** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

12. SWITCHED ACCESS TRAFFIC

- 12.1 Switched Access Traffic shall be as described in the Appendix Intercarrier Compensation.

APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as 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 directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 3.4 **“Toll Center Code”** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **“Operator Service Code”** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
 - 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC WISCONSIN**'s Operator assistance switch(es). It is the responsibility of **SBC WISCONSIN** to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
 - 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the **SBC WISCONSIN** Operator assistance switch utilizing MF signaling. Likewise, **SBC WISCONSIN** will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.

- 4.2 CLEC will furnish request for service in writing to SBC WISCONSIN, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC WISCONSIN. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC WISCONSIN to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the SBC WISCONSIN Operator assistance switches. These codes are specific to the various SBC WISCONSIN LATA's where SBC WISCONSIN Operator assistance switches are located.
- 5.2 SBC WISCONSIN Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the SBC WISCONSIN Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 SBC WISCONSIN - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 SBC WISCONSIN will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SBC WISCONSIN and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC WISCONSIN from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC WISCONSIN and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless SBC WISCONSIN from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC WISCONSIN employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 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 (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC WISCONSIN**, within thirty (30) days of the issuance of any bills by **SBC WISCONSIN**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC WISCONSIN** pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c) (2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** as used herein, **SBC WISCONSIN** means the above listed ILEC doing business in Wisconsin.
- 1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation, Virtual Collocation, facilities leased from a third party, Fiber Meet Point; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c) (2) of the Act.
 - 1.4.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.5 **SBC WISCONSIN** shall provide, for the facilities and equipment of CLEC, interconnection for the transmission and routing of telephone Exchange Service and Exchange Access, at a level of quality that is equal to that which **SBC WISCONSIN** provides itself, a subsidiary, an affiliate, or any other party to which **SBC WISCONSIN** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2 NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **SBC WISCONSIN**'s network is partly comprised of End Office Switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **SBC WISCONSIN**'s network architecture in any given LATA can vary markedly from another LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific interconnection area. **SBC WISCONSIN** requires a Point of Interconnection (POI) at all Tandems in a LATA. CLEC and **SBC WISCONSIN** agree to interconnect their networks through existing and/or new interconnection facilities. A physical architecture plan will, at a minimum, include the location of CLEC's Switch(es) and **SBC WISCONSIN** End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities

that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the **SBC-WISCONSIN** network (End Office or Tandem building) where the Parties deliver Section 251(b) (5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new Switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **SBC WISCONSIN**.
- 2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and MeetPoint Trunk Groups as specified in Appendix ITR.
- 2.7 If CLEC has established Collocation in an **SBC WISCONSIN** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.
- 2.8 Technical Interfaces
 - 2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
 - 2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC WISCONSIN** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
 - 2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to an **SBC WISCONSIN** Tandem or End Office Switch and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to an **SBC WISCONSIN** Tandem or End Office building and wishes for **SBC WISCONSIN** to place transport terminating equipment at that location on CLEC's behalf, CLEC may interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Intentionally Left Blank

3.4 Fiber Meet Point

3.4.1 Fiber Meet between **SBC WISCONSIN** and CLEC can occur at any mutually agreeable and technically feasible point at an **SBC WISCONSIN** Tandem or End Office building within each LATA.

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Groups.

3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.7 CLEC will provide fiber cable to the last entrance or **SBC WISCONSIN** designated manhole at the **SBC WISCONSIN** Tandem or End Office building. **SBC WISCONSIN** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC WISCONSIN** to pull through to the **SBC WISCONSIN** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC WISCONSIN** shall take the fiber from the manhole and terminate it inside **SBC WISCONSIN**'s Tandem or End office building at the cable vault at **SBC WISCONSIN**'s expense. In this case the POI shall be at the **SBC WISCONSIN** designated manhole location.

- 3.4.8 **SBC WISCONSIN** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain the Local Interconnection Trunk Groups prescribed by Appendix ITR.
- 3.4.9 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.10 CLEC and **SBC WISCONSIN** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Section 4 of this document.

3.5 Other Interconnection Methods

- 3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each Local Interconnection within an **SBC WISCONSIN** area, CLEC shall provide written notice to **SBC WISCONSIN** of the need to establish interconnection in each LATA. CLEC shall provide all applicable network information on forms acceptable to **SBC WISCONSIN** (as set forth in SBC's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The interconnection activation date for an interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either Party may add or remove additional Switches. The Parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.
- 4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

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APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually 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 directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

- 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 The Parties shall:

- 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of SBC WISCONSIN

- 2.3.1 **SBC WISCONSIN** has deployed LRN in all of their switches.
- 2.3.2 **SBC WISCONSIN** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.
- 2.3.3 **SBC WISCONSIN** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC

- 2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 2.4.2 Intentionally Omitted
- 2.4.3 When CLEC requests that an NXX in an LRN capable **SBC WISCONSIN** switch become portable, CLEC shall follow the industry standard LERG procedure.
- 2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 CLEC shall adhere to **SBC WISCONSIN**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

- 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 2.5.8 Each Party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

- 2.6.1 Telephone numbers can be ported only within SBC WISCONSIN rate centers or rate districts, which ever is a smaller geographic area, as approved by the Public Service Commission of Wisconsin.
- 2.6.2 Telephone numbers in the following SBC WISCONSIN NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) SBC WISCONSIN Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.
- 2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 3 of this Appendix.

2.7 Service Descriptions

- 2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

- 2.8.1 Except as set forth in Section 4, the Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, SBC WISCONSIN may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. MASS CALLING CODES

3.1 General Terms and Conditions

- 3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC WISCONSIN in special circumstances where large numbers of incoming calls are solicited by

an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC WISCONSIN will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

- 3.2.1 SBC WISCONSIN will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC WISCONSIN mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC WISCONSIN mass calling tandem mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC WISCONSIN choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 3.2.2 When a CLEC requests that a SBC WISCONSIN number with a mass calling NXX code be ported to its network, SBC WISCONSIN will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.3 Obligations of SBC WISCONSIN

- 3.3.1 SBC WISCONSIN will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the SBC WISCONSIN CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 3.3.2 SBC WISCONSIN will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC WISCONSIN shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of CLEC

- 3.4.1 CLEC shall agree to adhere to SBC WISCONSIN LSR format and mass calling due date intervals.
- 3.4.2 The CLEC shall provide the facility and DID trunk group from the SBC WISCONSIN CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

- 3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SBC WISCONSIN mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC WISCONSIN's tandem and/or SBC WISCONSIN'S mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide SBC WISCONSIN notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC WISCONSIN and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, SBC WISCONSIN will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, SBC WISCONSIN will charge and CLEC agrees to pay the default queries charges set forth in Section 6 of the FCC No. 2 Access Services Tariff:
- 4.3 SBC WISCONSIN provides CLECs the optional use of the SBC WISCONSIN LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, SBC WISCONSIN shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC WISCONSIN's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, CLEC will access SBC WISCONSIN's facilities via an SS7 link to the SBC WISCONSIN STP.
- 4.5 When purchasing the SLNP Query Service - Database, CLEC will advise SBC WISCONSIN of the entry point(s) of queries to the SBC WISCONSIN network and provide a query forecast for each entry point.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC WISCONSIN is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC WISCONSIN** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the **SBC WISCONSIN** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____
<hr/>				

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Wisconsin Bell, Inc. d/b/a SBC Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC WISCONSIN** means the above listed ILECs doing business in Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC WISCONSIN** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC WISCONSIN** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one

switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

APPENDIX OSS - RESALE & UNE

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS ("Uniform POR") as approved by FCC on September 22, 2000.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, SBC NEVADA Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, SBC CALIFORNIA Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 "LSC" means the Local Service Center (LSC) for **SBC WISCONSIN**.
- 1.5 "LOC" means Local Operations Center (LOC) for **SBC WISCONSIN**.
- 1.6 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act on its behalf for purposes of accessing **SBC WISCONSIN**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.7 UNE is as described in Appendix Lawful UNE.

2.0 LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC WISCONSIN** provides under this Interconnection Agreement (ICA service(s)). Should **SBC WISCONSIN** no longer be obligated to provide a UNE under the terms of this Agreement, **SBC WISCONSIN** shall no longer be obligated to offer access and use of OSS for that ICA service.

3.0 GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC WISCONSIN** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC WISCONSIN, CLEC agrees to utilize SBC WISCONSIN electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC WISCONSIN. In addition, CLEC agrees that such use will comply with SBC WISCONSIN's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC WISCONSIN against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC WISCONSIN's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC WISCONSIN for any and all damages caused by such unauthorized entry.

3.3 Within SBC WISCONSIN region, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In SBC WISCONSIN region, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 Throughout SBC WISCONSIN region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC WISCONSIN harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of SBC WISCONSIN's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC WISCONSIN caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC WISCONSIN to CLEC. In addition, CLEC agrees to indemnify and hold SBC WISCONSIN harmless against any claim made by an End User of CLEC or other Third Parties against SBC WISCONSIN caused by or related to CLEC's use of any SBC WISCONSIN OSS.

3.5 In the event SBC WISCONSIN has good cause to believe that CLEC has used SBC WISCONSIN OSS in a way that conflicts with this Agreement or Applicable Law, SBC WISCONSIN shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC WISCONSIN's Notice of Misuse, which shall be provided to SBC WISCONSIN within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC WISCONSIN's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that the CLEC's use of SBC WISCONSIN OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS,

CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC WISCONSIN to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC WISCONSIN shall have the right to conduct an audit of CLEC's use of the SBC WISCONSIN OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC WISCONSIN OSS that relate to SBC WISCONSIN's allegation of misuse as set forth in the Notice of Misuse. SBC WISCONSIN shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC WISCONSIN with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC WISCONSIN's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC WISCONSIN agrees that it shall only use employees or independent auditors to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC WISCONSIN.

3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC WISCONSIN and CLEC will use manual processes. Should SBC WISCONSIN develop electronic interfaces for these functions for itself, SBC WISCONSIN will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the SBC WISCONSIN region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 SBC WISCONSIN will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC WISCONSIN may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SBC WISCONSIN are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC WISCONSIN has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.12 Due to enhancements and on-going development of access to SBC WISCONSIN's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC WISCONSIN shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access SBC WISCONSIN OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC WISCONSIN for any of its regions.

4.0 PRE-ORDERING

- 4.1 SBC WISCONSIN will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC WISCONSIN region-specific ordering requirements.
- 4.2 **Pre-Ordering functions for Resale Services and UNEs include:**
 - 4.2.1 Feature/Service Availability:
 - 4.2.1.1 Feature Inquiry provides feature and service availability by Working Telephone Number (WTN), NPA/NXX, and CLLI Code (as applicable).
 - 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
 - 4.2.2 Customer Service Information - CSI Inquiry:

Access to SBC WISCONSIN retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC WISCONSIN, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
 - 4.2.3 Telephone Number Inquiry:

SBC WISCONSIN provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, SBC WISCONSIN also provides a Telephone Number Confirmation Inquiry function.
 - 4.2.4 Scheduling Inquiry/Availability:
 - 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
 - 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
 - 4.2.5 Address Validation Inquiry:

SBC WISCONSIN provides address validation function.
- 4.3 **The following are Pre-Order functions specific to UNEs:**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:

SBC WISCONSIN provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry:

SBC WISCONSIN provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:

SBC WISCONSIN provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:

SBC WISCONSIN provides a NC/NCI inquiry function

4.4 **Electronic Access to Pre-Order Functions:**4.4.1 **Resale and UNE Pre-order Interface Availability:**

4.4.1.1 Enhanced Verigate is the SBC WISCONSIN uniform pre-order GUI interface available in SBC WISCONSIN to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC WISCONSIN. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the SBC WISCONSIN uniform pre-order, application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.5 **Other Pre-order Function Availability:**

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

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

Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes
- USOC (Universal Service Order Codes)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)

5.0 ORDERING/PROVISIONING

5.1 **SBC WISCONSIN** provides access to ordering functions (as measured from the time **SBC WISCONSIN** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC WISCONSIN** to provision in accordance with applicable **SBC WISCONSIN** ordering requirements. **SBC WISCONSIN** will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Service Order Request System Availability:**

- 5.2.1 **SBC WISCONSIN** makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC WISCONSIN** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC WISCONSIN** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC WISCONSIN** Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For **SBC WISCONSIN**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC WISCONSIN** will utilize industry ASR guidelines developed by OBF based upon **SBC WISCONSIN** ordering requirements.

5.3 **Provisioning for Resale Services and UNE in SBC WISCONSIN:**

SBC WISCONSIN will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For **SBC WISCONSIN**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.
- 5.3.2 For EDI ordering, **SBC WISCONSIN** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
 - 5.3.2.1 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC WISCONSIN** issued FOC.

6.0 MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

- 6.1.1 In **SBC WISCONSIN**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.
- 6.1.2 In **SBC WISCONSIN**, Electronic Bonding Trouble Administration (EBTA) is the **SBC WISCONSIN** uniform interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble

Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC WISCONSIN. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC WISCONSIN will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC WISCONSIN will bill CLEC for Resold services and UNEs. SBC WISCONSIN will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC WISCONSIN will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and SBC WISCONSIN. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In SBC WISCONSIN, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.2 For Resale Services in SBC WISCONSIN, CLEC may elect to receive its bill on CD.
 - 7.2.3 In SBC WISCONSIN, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
 - 7.2.4 SBC WISCONSIN will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
 - 7.2.5 In SBC WISCONSIN, CLEC may receive a mechanized bill for Resale Services via the SBC WISCONSIN Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 SBC WISCONSIN makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
 - 7.3.2 In SBC WISCONSIN, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.3 SBC WISCONSIN, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing SBC WISCONSIN ports, change their Competitive Local Exchange Carrier.

8.0 REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a SBC WISCONSIN Remote Access Facility (RAF). The Ameritech Remote Access Facility ("ARAF"), located in Chicago, IL, serves SBC WISCONSIN.

Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC WISCONSIN** OSS interfaces to perform the supported functions in any **SBC WISCONSIN** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

- 8.2 For **SBC WISCONSIN**, CLEC may use three types of access: Switched Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units (CSU/DSU)) and circuit connection(s) up to the SBC ILEC Company point of demarcation. The demarcation point shall be the router interface at the, ARAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC WISCONSIN** ARAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC WISCONSIN** OSS via the public internet.
- 8.3 For **SBC WISCONSIN**, CLEC shall use TCP/IP to access **SBC WISCONSIN** OSS via the ARAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC WISCONSIN** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC WISCONSIN** CLEC shall attend and participate in implementation meetings to discuss CLEC ARAF access plans in detail and schedule testing of such connections.

9.0 DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC WISCONSIN** data facilities for access to OSS will be in compliance with **SBC WISCONSIN**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the ARAF for access to **SBC WISCONSIN** OSS Interfaces.
- 9.2 **Joint Security Requirements**
 - 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
 - 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
 - 9.2.3 CLEC shall immediately notify the ISCC when an employee user id is no longer valid (e.g. employee termination or movement to another department.)
 - 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC WISCONSIN** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 **Modem/DSU Maintenance and Use Policy:** To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC WISCONSIN**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC WISCONSIN** as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC WISCONSIN** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies and Guidelines for Access to Computers, Networks and Information by Non-Employee Personnel:

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC WISCONSIN, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these

requirements. Where a system does not mechanically require this format, the users must manually follow the format.

- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 **User Authorization**

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

9.10 **Software and Data Integrity**

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Entrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring And Audit**

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

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

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for SBC WISCONSIN-provided interfaces that affect the SBC WISCONSIN network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC WISCONSIN and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon SBC WISCONSIN availability and will be coordinated among CLEC, the CLEC's SBC WISCONSIN Account Manager, and SBC WISCONSIN Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to SBC WISCONSIN completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC WISCONSIN system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC WISCONSIN**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent **SBC WISCONSIN** seeks to recover costs associated with OSS System Access and Connectivity, **SBC WISCONSIN** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 For **SBC WISCONSIN** should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC WISCONSIN** on an Individual Case Basis (ICB) and priced as such.

VI. 14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC WISCONSIN** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC WISCONSIN** OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access **SBC WISCONSIN** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC WISCONSIN** to Allow Service Bureau Provider to establish access to and use of **SBC WISCONSIN**'s OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC WISCONSIN** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC WISCONSIN** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 **SBC WISCONSIN** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC WISCONSIN**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC WISCONSIN**'s OSS) which could not be avoided by **SBC WISCONSIN** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

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) for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as 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 directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide the following OS:
 - 2.1.1 Fully Automated Call Processing
 - 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC WISCONSIN** operator, hereafter called "Operator."
 - 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 WISCONSIN** can support the following fully automated call types as outlined below:
 - 3.1.1 Fully Automated Calling Card Service.
 - 3.1.1.1 **SBC WISCONSIN** - 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 **SBC WISCONSIN** can perform billing validation.
 - 3.1.2 Fully Automated Collect and Bill to Third Number Services.
 - 3.1.2.1 **SBC WISCONSIN** - 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.
- 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC WISCONSIN** 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 WISCONSIN** can perform billing validation.
 - 3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC WISCONSIN** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number

billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification (BLV)/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 Verification Interrupt (BLVI). 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 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
 - 4.1.1 Where technically feasible and/or available, **SBC WISCONSIN** will brand OS in CLEC's name based upon the criteria outlined below:
 - 4.1.1.1 Where **SBC WISCONSIN** 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 WISCONSIN** is only providing OS on behalf of the CLEC, the calls will be branded.
 - 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
 - 4.1.1.3 CLEC will provide written specifications of its company name to be used by **SBC WISCONSIN** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.1.4 A CLEC purchasing **SBC WISCONSIN** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC WISCONSIN** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB-AS may result in branding errors.
 - 4.1.1.5 Branding Load Charges
 - 4.1.1.5.1 **SBC WISCONSIN** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC WISCONSIN** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC WISCONSIN** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
 - 5.1.1 Where technically feasible and/or available, SBC WISCONSIN will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
 - 5.1.1.2 CLEC will inform SBC WISCONSIN, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
 - 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
 - 5.1.2 When an SBC WISCONSIN Operator receives a rate request from a CLEC End User, SBC WISCONSIN will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

6. INTENTIONALLY OMITTED

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC WISCONSIN 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 WISCONSIN 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 WISCONSIN will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC WISCONSIN 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 scheduling, SBC WISCONSIN will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 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 WISCONSIN Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC WISCONSIN, 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.
- 8.3 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 WISCONSIN 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 WISCONSIN 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 WISCONSIN, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 SBC WISCONSIN will provide OS to CLEC's End Users in accordance with SBC WISCONSIN 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 WISCONSIN 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 WISCONSIN 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 WISCONSIN 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 The Parties agree to release, defend, indemnify, and hold harmless each other 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 the Party's 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 WISCONSIN, within thirty (30) days of the issuance of any bills by SBC WISCONSIN, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC WISCONSIN pursuant to this Appendix prior to its termination.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc.** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means 24-7 Telcom, Inc. operating within SBC WISCONSIN's incumbent local exchange area and also providing Telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC WISCONSIN.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area or;
 - (ii) Originates from an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC WISCONSIN incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC WISCONSIN's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC WISCONSIN pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC WISCONSIN agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC WISCONSIN's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC WISCONSIN is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c) (4) of the Act to CLEC in SBC WISCONSIN's incumbent local exchange areas. SBC WISCONSIN has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC WISCONSIN's incumbent local exchange areas. In addition, SBC WISCONSIN is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC WISCONSIN's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation

under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act, shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC WISCONSIN** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC WISCONSIN** has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b) (5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within **SBC WISCONSIN** exchange areas and has a Point of Interconnection ("POI") located within **SBC WISCONSIN** exchange areas for the purpose of providing telephone exchange service and exchange access in such **SBC WISCONSIN** exchange areas. Based upon the foregoing, the Parties agree that **SBC WISCONSIN**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC WISCONSIN** will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from **SBC WISCONSIN**'s end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and **SBC WISCONSIN**, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC WISCONSIN** End Office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each **SBC WISCONSIN** serving tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.

4.5 If **SBC WISCONSIN** is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving **SBC WISCONSIN** End Office.

4.6 INTENTIONALLY LEFT BLANK

4.7 **SBC WISCONSIN** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC WISCONSIN** (as reflected in the LERG). Any compensation due **SBC WISCONSIN** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC WISCONSIN** serving tandems are reflected by **SBC WISCONSIN** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC WISCONSIN** tandem. **SBC WISCONSIN** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to **SBC WISCONSIN**'s tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, wireless service providers and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 **SBC WISCONSIN** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC WISCONSIN** exchange areas, in **SBC WISCONSIN** Tandems and End Offices using **SBC WISCONSIN**'s standard code opening timeframes.

5. INTERCARRIER COMPENSATION

5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

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

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Intercarrier Compensation.

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

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

9.2 The Parties agree that the associated traffic from each SBC WISCONSIN End Office will not alternate route.

9.3 OE-LEC must provide SBC WISCONSIN a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC WISCONSIN terminated traffic or SBC WISCONSIN originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other Party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

9.5 SBC WISCONSIN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC WISCONSIN (as reflected in the LERG). Any compensation due SBC WISCONSIN for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC WISCONSIN serving tandems are reflected by SBC WISCONSIN in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC WISCONSIN-tandem. SBC WISCONSIN shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

9.6 SBC WISCONSIN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC WISCONSIN exchange areas, in SBC WISCONSIN Tandems and End Office(s) using SBC WISCONSIN's standard code opening timeframes.

9.7 The compensation arrangement for InterLATA Section 251(b) (5) Traffic shall be governed by the compensation terms and conditions for Section 251(b) (5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ONLY ISP-BOUND TRAFFIC AT THE
FCC RATES IN CERTAIN STATES, WHERE
APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier Telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for Telecommunications traffic in the applicable state..
- 1.2 The provisions of this Appendix apply to Telecommunications traffic originated over the originating carrier's facilities or over any combination of Network Elements purchased by CLEC from SBC WISCONSIN on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under Local Resale Service. SBC WISCONSIN will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing Telecommunications services utilizing SBC WISCONSIN's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.2 **SBC WISCONSIN** - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **SBC WISCONSIN** territory if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

3.4 INTENTIONALLY LEFT BLANK

3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party Telecommunications Carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an end user being served by a third party Telecommunications carrier who has purchased any combination of Network Elements from SBC WISCONSIN on a wholesale basis to such Telecommunications Carrier, and by which such Telecommunications Carrier uses it to offer to end users wireline local telephone exchange service. In no event will SBC WISCONSIN have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless SBC WISCONSIN against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. SBC WISCONSIN will not be required to function as a billing intermediary, e.g., clearinghouse. SBC WISCONSIN may provide information regarding such traffic to other Telecommunications Carriers or entities as appropriate to resolve traffic compensation issues.

3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its end users.

3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable Switched Access Tariffs.

3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (*i.e.*, each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Appendix addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Appendix is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by SBC WISCONSIN pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the Parties acknowledge that this Appendix does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means 24-7 Telcom operating within SBC WISCONSIN's incumbent local exchange area and also providing Telecommunications Services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC WISCONSIN. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area or;
- (ii) Originates from an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

4. INTERCARRIER COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

- 4.1 Section 251(b)(5) Traffic shall mean Telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
 - a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 4.2 **SBC-WISCONSIN** made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
SBC WISCONSIN and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC WISCONSIN** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
 - 4.2.1 Should a regulatory agency, court or legislature change or nullify the **SBC WISCONSIN**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC WISCONSIN** and 24-7 Telcom, Inc. in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
 - 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC WISCONSIN** and 24-7 Telcom, Inc. in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 4.3 In **SBC WISCONSIN** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1, are set forth in Sections 4 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on

the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC-WISCONSIN has made such offer in Wisconsin effective on and after June 1, 2003. The compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and the compensation set forth below in Section 5 will apply to all ISP-Bound Traffic.

- 4.4 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic and ISP-Bound Traffic (if applicable in accordance with Section 4.0), on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
 - 4.5 In instances where the originating Party is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from SBC-WISCONSIN), the following Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
 - 4.5.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
 - 4.5.2 Tandem Transport - compensation for the transmission facilities between the Local T andem and the End Offices subtending that Tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
 - 4.5.3 End Office Switching in a Tandem Serving Arrangement - compensation for the Local End Office switching and line termination necessary to complete the transmission in a Tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
 - 4.6 In instances where the originating Party is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from SBC WISCONSIN), the following End Office switching rate elements are applicable on a terminating MOU basis:
 - 4.6.1 End Office Switching - compensation for the local End Office switching and line termination necessary to complete the transmission in an End Office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
 - 4.7 CLEC shall only be paid End Office Serving Rate Elements.
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 - 4.9 Intercarrier Compensation for Wholesale Local Switching Traffic
 - 4.9.1 Where CLEC purchases any combination of Network Elements from SBC-WISCONSIN on a wholesale basis, CLEC will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the end users served by such arrangements. SBC-WISCONSIN is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.
 - 4.9.2 The following intercarrier compensation terms shall apply to all traffic exchanged between SBC WISCONSIN and CLECs when CLEC purchases any combination of Network Elements from SBC WISCONSIN on a wholesale basis:
 - 4.9.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC WISCONSIN and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - 4.9.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC WISCONSIN and CLEC where CLEC's end user originates a call that is terminated to a SBC WISCONSIN end user, or visa versa, the originating Party shall pay the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.6 for the transport and termination of

Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of ISP-Bound Traffic.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and SBC WISCONSIN in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In Wisconsin, SBC WISCONSIN has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.7 of this Appendix.

5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) SBC WISCONSIN has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the rebuttable presumption.

5.3 Intercarrier Compensation for ISP-Bound Traffic

5.3.1 The rates, terms, and conditions in Section 5 apply only to the termination of all ISP-Bound Traffic as defined in Section 5.1 and are subject to the rebuttable presumption.

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

5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an End Office Switch.

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5.6 Bill and Keep Arrangements

5.6.1 Wherever Bill and Keep for ISP-Bound Traffic is the traffic termination arrangement between the Parties, both Parties shall segregate the Bill and Keep traffic from other compensable traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

5.7 ISP-Bound Traffic Rebuttable Presumption

5.7.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation in this Section 5.7. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the

Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4 for Section 251(b)(5) Traffic, and the rates set forth in Section 5.3.2 for ISP-Bound Traffic, subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

5.8 For purposes of this Section 5.8, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 14.0 below.

5.8.1 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 5.7 above, such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other Party on a monthly basis for such "In-Balance" traffic at the intercarrier compensation rates set forth in Section 4.0 for Section 251(b)(5) Traffic.

5.8.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.7 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the intercarrier compensation rates set forth in Section 4.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in section 5 above, the terms of this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from intercarrier compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user

physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in SBC WISCONSIN.

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line-voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- InterLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b), 8YY Traffic are set forth in Section 10; (c) Feature Group D Traffic are set forth in the applicable state tariff; (d) IntraLATA Toll Traffic are set forth in Section 13; and/or (e) InterLATA Toll Traffic are set forth in the applicable state tariff.

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9. PRIMARY TOLL CARRIER ARRANGEMENTS

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a third party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user intraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In SBC WISCONSIN where Primary Toll Carrier arrangements are mandated and for the intraLATA toll traffic which is subject to a PTC arrangement and where SBC WISCONSIN is functioning as

the PTC for a third party ILEC's end user customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) **SBC WISCONSIN** shall deliver such intraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **SBC WISCONSIN** shall pay the CLEC on behalf of the originating third party ILEC for the termination of such intraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC WISCONSIN** Intrastate Access Service Tariff in the respective state; and/or
- (ii) **SBC WISCONSIN** shall deliver such intraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay **SBC WISCONSIN** for the use of its facilities at the rates set forth in **SBC WISCONSIN**'s Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

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

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 **SBC WISCONSIN** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

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13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate intraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an **SBC WISCONSIN**'s tariff in whose exchange area the End User is located.
- 13.2 For interstate intraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC WISCONSIN**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, OPTIONAL EAS TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In **SBC WISCONSIN**, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within terminating carrier's network for 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
 - 14.1.1 Where a terminating CLEC is not technically capable of billing the originating Party through the use of terminating records, **SBC WISCONSIN** will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.
 - 14.1.2 The decision by the CLEC to utilize terminating recordings does not in any way relieve the obligation of the CLEC to exchange the appropriate category of records with other LECs.
 - 14.1.3 Where CLEC is using terminating recordings to bill intercarrier compensation, **SBC WISCONSIN** will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party Telecommunications carrier using an **SBC WISCONSIN** non-resale offering whereby **SBC WISCONSIN** provides the End Office Switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.

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- 14.3 In states in which SBC WISCONSIN has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.7 of this Appendix.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 4.2 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 10 of the General Terms and Conditions of this Agreement.
- 15.2 As set forth above, the Parties agree that SBC WISCONSIN has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

- 15.3 **SBC WISCONSIN** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC WISCONSIN** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP -Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 15.4 Should a regulatory agency, court or legislature change or nullify the **SBC WISCONSIN**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC WISCONSIN** and 24-7 Telcom, Inc. in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 15.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.
- 15.6 Because of the possibilities in Section 15.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC WISCONSIN**, and 24-7 Telcom, Inc. in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC WISCONSIN**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
 - (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of Switched Access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

16.2 In the limited circumstances in which a third party competitive Local Exchange Carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC WISCONSIN** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 As used herein, **SBC WISCONSIN**, and means the applicable above listed ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC WICNSIN** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **SBC WISCONSIN** of IXC transported toll message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface”- (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.

2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 **“Non-Recording Company”** - the company that does not perform the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.13 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.14 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC WISCONSIN’s internal network or national CMDS.

2.15 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.16 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.

2.17 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.18 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.19 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.20 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an SBC WISCONSIN SCP.

2.21 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 SBC WISCONSIN will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC WISCONSIN provided recording

equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC WISCONSIN provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC WISCONSIN.

- 3.2 SBC WISCONSIN will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC WISCONSIN.
- 3.3 SBC WISCONSIN will provide Access Usage Records that are generated by SBC WISCONSIN.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC WISCONSIN, during the billing period established by SBC WISCONSIN and selected by CLEC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC WISCONSIN and provided to CLEC.
- 3.6 Recorded billable message detail and Access Usage Record detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 3.7 SBC WISCONSIN will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC WISCONSIN reserves the right to limit the frequency of transmission to existing SBC WISCONSIN processing and work schedules, holidays, etc.
- 3.9 SBC WISCONSIN will determine the number of data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or Access Usage Record detail previously provided CLEC and lost or destroyed through no fault of SBC WISCONSIN will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC WISCONSIN.
- 3.11 When SBC WISCONSIN receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SBC WISCONSIN will forward those messages to CLEC.
- 3.12 SBC WISCONSIN will record the applicable detail necessary to generate Access Usage Records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 SBC WISCONSIN as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company agrees to provide any and all Access Usage Records (AURs) required by SBC WISCONSIN on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the Non-Recording Company, message detail is lost and unrecoverable as a direct result of Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Neither Party will be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data by either Party.
- 5.5 The CLEC agrees to defend, indemnify, and hold harmless **SBC WISCONSIN** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or End Users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.
- 5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SBC WISCONSIN** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC WISCONSIN** employees and equipment associated with provision of this service to CLEC. This includes, but is not limited to, suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC WISCONSIN** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC WISCONSIN** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #3: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #4: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: This option has been withdrawn.

Option #6: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #7: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #8: This option has been withdrawn.

Option 9: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 10: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

— Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.) —

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive AURs daily. Monday-Friday except holidays)

Bill period (Please choose a maximum of five dates for SBC Wisconsin. A file will be created approximately 3 to 5 workdays after the chosen bill date.)

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 the General Terms and Conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC WISCONSIN**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC WISCONSIN** at the discount set forth in Appendix Pricing.
- 2.3 **SBC WISCONSIN** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by **SBC WISCONSIN** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC WISCONSIN** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC WISCONSIN** to **SBC WISCONSIN**'s End Users through tariff(s), the rules and regulations associated with **SBC WISCONSIN**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC WISCONSIN** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC WISCONSIN** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC WISCONSIN**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC WISCONSIN** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 **SBC WISCONSIN** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC WISCONSIN** tariffs.

3.4.2 This section applies to **SBC WISCONSIN**

3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell **SBC WISCONSIN**, low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific, **SBC WISCONSIN**, tariffs.

3.4.2.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **SBC WISCONSIN**

3.5.2.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.2.3 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC WISCONSIN**'s corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC WISCONSIN** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC WISCONSIN** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC WISCONSIN** as the incumbent local exchange carrier.

3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC WISCONSIN**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC WISCONSIN**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If CLEC is in violation of any provision of this Appendix, **SBC WISCONSIN** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC WISCONSIN** in writing that the violation has been corrected. **SBC WISCONSIN** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC WISCONSIN** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC WISCONSIN** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC WISCONSIN** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **SBC WISCONSIN**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.13.1 **SBC WISCONSIN** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.13.2 If CLEC elects to terminate a **SBC WISCONSIN** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

- 4.1 Where available, SBC WISCONSIN will afford CLEC's End Users the ability to make 911 calls. In the areas served by SBC WISCONSIN, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SBC WISCONSIN, CLEC shall provide SBC WISCONSIN with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by SBC WISCONSIN for purposes of E911 administration. In the areas served by SBC WISCONSIN, any 911 fees or surcharges associated with Resale accounts shall be included by SBC WISCONSIN on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. SBC WISCONSIN shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.
 - 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to SBC WISCONSIN's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC WISCONSIN will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC WISCONSIN practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases SBC WISCONSIN from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to SBC WISCONSIN under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend SBC WISCONSIN and SBC WISCONSIN's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC WISCONSIN, and/or against SBC WISCONSIN alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, SBC WISCONSIN may, at its option, assume and undertake its own defense.
- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of SBC WISCONSIN's White Pages directory in the same manner and at the same time that they are delivered to SBC WISCONSIN's subscribers.
 - 4.5.1 If CLEC's End User already has a current SBC WISCONSIN local White Pages directory, SBC WISCONSIN shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Except where expressly stated the terms and conditions for including CLEC End User listings in SBC WISCONSIN White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC. Notwithstanding the

foregoing, **SBC WISCONSIN** will comply with the Directory Listing & Ordering provisions set forth in Appendix B, Article IX of the Wisconsin Public Service Commission's Interlocutory Order 6720-TI-160.

- 4.7 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC WISCONSIN** End Users, **SBC WISCONSIN** shall provide CLEC's End Users access to **SBC WISCONSIN** Directory Assistance services. CLEC shall pay **SBC WISCONSIN** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC WISCONSIN** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.9 Intentionally Omitted
- 4.10 **SBC WISCONSIN** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **SBC WISCONSIN** appropriate charges associated with customized routing on an ICB basis.
- 4.11 OS/DA Branding
 - 4.11.1 Where technically feasible and/or available, **SBC WISCONSIN** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
 - 4.11.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 4.11.1.2 Where **SBC WISCONSIN** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC WISCONSIN** DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.
 - 4.11.2 Call Branding
 - 4.11.2.1 **SBC WISCONSIN** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
 - 4.11.3 **SBC WISCONSIN** - CLEC will provide written specifications of its company name to be used by **SBC WISCONSIN** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
 - 4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.12 Branding Load Charges:
 - 4.12.1.1 **SBC WISCONSIN** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC WISCONSIN** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

- 5.1 When an **SBC WISCONSIN** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC WISCONSIN** will quote the applicable OS/DA rates as provided by the CLEC.
- 5.2 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC WISCONSIN** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.3 CLEC will inform **SBC WISCONSIN**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC WISCONSIN** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC WISCONSIN**'s services offered pursuant to the appropriate payphone section(s) of **SBC WISCONSIN**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC WISCONSIN** to compensate PSP customers of CLECs that resell **SBC WISCONSIN**'s services for certain calls originated from pay telephones. Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

5.6.2 The Parties desire that **SBC WISCONSIN** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

5.6.3 **SBC WISCONSIN** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC WISCONSIN** will pay Payphone Compensation to CLEC only for:

5.6.3.1 IntraLATA subscriber 800 calls for which **SBC WISCONSIN** provides the 800 service to the subscriber and carries the call; and

5.6.3.2 IntraLATA calls placed using **SBC WISCONSIN**'s prepaid calling card platform and carried by **SBC WISCONSIN**.

5.6.4 **SBC WISCONSIN** will not be required to pay any Payphone Compensation for non-sent paid calls.

5.6.5 **SBC WISCONSIN** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC WISCONSIN** deems it necessary to investigate a call or calls for possible fraud.

5.6.6 **SBC WISCONSIN** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC WISCONSIN** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC WISCONSIN** on the bill.

5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC WISCONSIN** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

5.6.8 CLEC represents and warrants that the only **SBC WISCONSIN** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC WISCONSIN** offers pursuant to the appropriate payphone section(s) of **SBC WISCONSIN**'s state specific tariff(s) applicable in each state covered by this Appendix.

5.6.9 Except as provided otherwise in this Section 5.6.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's

customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If SBC WISCONSIN pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from SBC WISCONSIN.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend SBC WISCONSIN and SBC WISCONSIN's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

- 5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
- 5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
- 5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 SBC WISCONSIN will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated SBC WISCONSIN state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in SBC WISCONSIN. Service specifics may be obtained in state specific CLEC Handbooks.

- 5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
- 5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without SBC WISCONSIN's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC WISCONSIN or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with SBC WISCONSIN in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF SBC WISCONSIN

7.1 SBC WISCONSIN shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SBC WISCONSIN shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with SBC WISCONSIN-provided interfaces, as outlined in Appendix OSS.

7.2 SBC WISCONSIN shall implement CLEC service orders within the same time intervals SBC WISCONSIN uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by SBC WISCONSIN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate SBC WISCONSIN trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling SBC WISCONSIN will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch SBC WISCONSIN's network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by SBC WISCONSIN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.4 SBC WISCONSIN will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay SBC WISCONSIN the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 SBC WISCONSIN shall make Telecommunications Services that SBC WISCONSIN provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. SBC WISCONSIN will notify CLEC of any changes in the terms and conditions under which SBC WISCONSIN offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 SBC WISCONSIN currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the SBC WISCONSIN operations centers responsible for handling such requests. SBC WISCONSIN shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC WISCONSIN** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC WISCONSIN** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

- 8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC WISCONSIN** shall abide by the same applicable laws and regulations.
- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC WISCONSIN** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
 - 8.2.1 **SBC WISCONSIN** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC WISCONSIN** upon request and at no charge.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC WISCONSIN** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC WISCONSIN**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC WISCONSIN** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC WISCONSIN** receive an order from CLEC for services under this Appendix, and **SBC WISCONSIN** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC WISCONSIN** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC WISCONSIN**.
 - 8.5.1 If **SBC WISCONSIN** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC WISCONSIN** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC WISCONSIN**.
 - 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC WISCONSIN** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC WISCONSIN** for the

LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that SBC WISCONSIN may change the per WTN charge, at SBC WISCONSIN's sole discretion, so long as SBC WISCONSIN provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. SBC WISCONSIN grants to CLEC a non-exclusive right to use the LDR information provided by SBC WISCONSIN. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by SBC WISCONSIN directly to End Users and billed by SBC WISCONSIN directly to End Users.
 - 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by SBC WISCONSIN for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SBC WISCONSIN.
- 8.7 SBC WISCONSIN shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by SBC WISCONSIN directly to End Users and billed by SBC WISCONSIN directly to End Users.
 - 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with SBC WISCONSIN-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to SBC WISCONSIN a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
 - 8.10.1 In the event that CLEC's End Users contact SBC WISCONSIN with regard to repair requests, SBC WISCONSIN shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.8.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.8.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to SBC WISCONSIN every January and July using the SBC WISCONSIN network information form, or a format mutually agreed to by the Parties. These written forecasts will be

based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a **SBC WISCONSIN**.
- 1.3 As used herein, **SBC WISCONSIN** is an ILEC doing business in Wisconsin.
- 1.4 The prices at which **SBC WISCONSIN** agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 **SBC WISCONSIN** shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along **SBC WISCONSIN**'s distribution network that are owned or controlled by **SBC WISCONSIN** (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of **SBC WISCONSIN** in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) **SBC WISCONSIN**'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.
 - 2.1.2 The availability of **SBC WISCONSIN** Structure for CLEC'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 15, 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 **SBC WISCONSIN** owns and controls Structure or interests therein.
- 2.2 **SBC WISCONSIN** will not make Structure available:
 - 2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or
 - 2.2.2 An Attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
 - 2.2.3 For purposes of this Appendix, "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, **SBC WISCONSIN** will, in good faith explore potential accommodations with CLEC. If **SBC WISCONSIN** denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, **SBC WISCONSIN** will

provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC 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 SBC WISCONSIN Structure it uses. CLEC shall indemnify SBC WISCONSIN against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

2.4.1 Where necessary to accommodate a request for access of CLEC, and provided SBC WISCONSIN has not denied access as described in Section 2, or because SBC WISCONSIN will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, SBC WISCONSIN may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through SBC WISCONSIN approved contractors in circumstances where SBC WISCONSIN 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 inner duct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

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

2.6 If CLEC request access to an SBC WISCONSIN Right-of-way where SBC WISCONSIN has no existing Structure, SBC WISCONSIN shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC WISCONSIN desires to extend its own Attachments, SBC WISCONSIN will construct Structure to accommodate CLEC's Attachments.

2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of SBC WISCONSIN, 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 SBC WISCONSIN, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC 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 SBC WISCONSIN, uses the modification to bring its Structure or Attachment 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 SBC WISCONSIN, 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 CLEC. If an attaching party, including SBC WISCONSIN, 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.

2.8 All modifications to SBC WISCONSIN's Structure will be owned by SBC WISCONSIN. CLEC and other parties, including SBC WISCONSIN, 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.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in through repair so as not to conflict with the use of the Structure by SBC WISCONSIN or by other attaching parties. Work performed by CLEC on, in or about SBC WISCONSIN's Structures shall be performed by authorized contractors. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SBC WISCONSIN or persons acting on SBC WISCONSIN's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without SBC WISCONSIN's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and SBC WISCONSIN to perform one or more of the following tasks within a specified SBC WISCONSIN construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to SBC WISCONSIN conduit system; (b) installation of inner duct; (c) excavation work in connection with the removal of retired or inactive (dead) cables; or (d) make-ready work. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both Parties and is an authorized contractor only in those SBC WISCONSIN construction districts agreed to by both Parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SBC WISCONSIN construction district constitute approval of such authorized contractor for the area served by a different SBC WISCONSIN construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SBC WISCONSIN construction districts in which the work is to be performed. SBC WISCONSIN will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by SBC WISCONSIN for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide SBC WISCONSIN with notice before entering or climbing any Structure for construction or maintenance purposes. SBC WISCONSIN and CLEC further agree that CLEC shall pay to SBC WISCONSIN a penalty of \$5000.00 for each unauthorized entry into the conduit system.

3.2 Installation and Maintenance Standards

3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Telcordia Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

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5. ACCESS REQUESTS

5.1 Any request by CLEC for access to SBC WISCONSIN's Structure shall be in writing and submitted to SBC WISCONSIN's Structure Access Coordinator. SBC WISCONSIN may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to SBC WISCONSIN's Structure shall be pursuant to a permit issued by SBC WISCONSIN for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC WISCONSIN's Structure, administration of the process of delivery of access to SBC WISCONSIN's Structure and for all other matters relating to access to SBC WISCONSIN's Structure. In the event of disputes that cannot be resolved with the Structure Access Coordinator, either Party may invoke the Dispute Resolution procedures in the General Terms and Conditions. CLEC shall provide SBC WISCONSIN with notice before entering any SBC WISCONSIN Structure.

6. UNUSED SPACE

6.1 Except for maintenance ducts as provided in Section 7 and ducts required to be reserved for use by municipalities, all poles and conduit systems containing useable but unused space on Structure owned and controlled by SBC WISCONSIN shall be available for the Attachments of CLEC, SBC WISCONSIN or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on SBC WISCONSIN Structure for its future needs. SBC WISCONSIN shall not reserve space on SBC WISCONSIN Structure for the future need of SBC WISCONSIN nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide SBC WISCONSIN with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7. MAINTENANCE DUCTS

7.1 If currently available, one 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 CLEC for maintenance purposes if it has a corresponding Attachment.

8. APPLICABILITY

8.1 The provisions of this Appendix shall apply to the SBC WISCONSIN Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

9.1 CLEC's use of SBC WISCONSIN Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC WISCONSIN may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

9.2.1 If SBC WISCONSIN is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by SBC WISCONSIN or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move or as specified by the governmental entity, court or commission. If CLEC fails to move its Attachment with the foregoing period, CLEC authorizes SBC WISCONSIN to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

10.1 SBC WISCONSIN will provide CLEC, at CLEC's request and expense, with access to maps and records relating to its Structure within the time frame agreed upon by the Parties; provided that SBC WISCONSIN may redact any Proprietary Information (of SBC WISCONSIN or third parties) contained or reflected in any such maps and records before providing access to such information to CLEC. SBC WISCONSIN does not warrant the accuracy or completeness of information on any maps or records. Maps and records are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by SBC WISCONSIN for each requested Attachment. Any such permit shall terminate:

11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated.

11.1.2 If CLEC has not placed and put into service its Attachments within one year from the date SBC WISCONSIN has notified CLEC that such Structure is available for CLEC's Attachments.

11.1.3 If CLEC ceases to use such Attachments for a period of one hundred-eighty (180) days.

11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC WISCONSIN.

11.2 If SBC WISCONSIN ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, SBC WISCONSIN shall:

11.2.1 Provide CLEC notice, as provided in Section 11.3, within ten (10) Business Days after SBC WISCONSIN has knowledge of such fact.

11.3 SBC WISCONSIN will provide CLEC with at least sixty (60) days written notice prior to:

11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,

11.3.2 Any increase in the rates for Attachments to SBC WISCONSIN's Structure permitted by the terms of this Appendix, or

11.3.3 Any modification to SBC WISCONSIN's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

- 11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within sixty (60) days after the event requiring CLEC to so surrender such permit, SBC WISCONSIN shall remove CLEC's Attachments at CLEC's expense.
- 11.5 If SBC WISCONSIN discovers that CLEC has placed an Attachment on SBC WISCONSIN's Structure without a valid permit, SBC WISCONSIN shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to SBC WISCONSIN within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.
- 11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 11.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC WISCONSIN shall have the right to remove such unauthorized Attachment from SBC WISCONSIN's Structure at CLEC's expense.

12. INSPECTIONS

- 12.1 SBC WISCONSIN may make periodic inspections of any part of the Attachments of CLEC located on SBC WISCONSIN Structure. Except in cases involving safety, damage to Attachments or potential violations of the terms of this agreement, compliance inspections shall not be made more often than once every two (2) years. Where reasonably practicable to do so, SBC WISCONSIN shall provide prior written notice to CLEC of such inspections.
- 12.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, SBC WISCONSIN may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

13. DAMAGE TO ATTACHMENTS

- 13.1 Both CLEC and SBC WISCONSIN will exercise precautions to avoid damaging the Attachments of the other or to any SBC WISCONSIN Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

14. CHARGES

- 14.1 SBC WISCONSIN'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 and applicable Commission rules, regulations and orders there under. Subject to applicable federal and state laws, rules, regulations and orders, SBC WISCONSIN shall have the right to change charges for Structure provided hereunder. Notwithstanding the foregoing, SBC WISCONSIN 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. Payment in advance shall be required from CLEC for map preparation, field surveys, make-ready surveys and Make-Ready Work. If SBC WISCONSIN considers an Attachment to be an Extraordinary Attachment, SBC WISCONSIN will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLECs access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the Attachment.

15. NONDISCRIMINATION

15.1 Except as otherwise permitted by Applicable Law, access to SBC WISCONSIN-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which SBC WISCONSIN provides its Structure to itself, its Affiliates, Customers, or any other person.

16. LOCATION OF ATTACHMENTS OF DUCTS AND CONDUITS

16.1 Upon request by CLEC, SBC WISCONSIN will permit the attachment of ducts or conduits owned by CLEC in SBC WISCONSIN manholes for the purpose of attaching to SBC WISCONSIN's conduit system. However, such interconnection in SBC WISCONSIN manholes will not be permitted where modification of SBC WISCONSIN's Structure to accommodate CLEC's request for interconnection is possible.

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

16.3 CLEC shall be responsible for the costs of any Make-Ready work required to accommodate any interconnection pursuant to this Section 16.

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18. STRUCTURE ACCESS COORDINATOR

18.1 Request for access to SBC WISCONSIN Structure shall be made through SBC WISCONSIN's Structure Access Coordinator, which shall be CLEC's single point of contact for all matters relating to CLEC's access to SBC WISCONSIN's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to SBC WISCONSIN's Structure, administration of the process of delivery of access to SBC WISCONSIN's Structure and for all other matters relating to access to SBC WISCONSIN's Structure pursuant to guidelines as provided in the Exhibit to this Appendix. In the event of a conflict between the provisions of this Appendix and those of the Exhibit to this Appendix, the provisions of the Appendix shall prevail.

19. STATE REGULATION

19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which SBC WISCONSIN owns or controls Structure to which CLEC 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 Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

20.1 **SBC WISCONSIN** shall notify CLEC 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, **SBC WISCONSIN** shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

APPENDIX SECTION 251(C)(3) UNES (SECTION 251(C)(3) PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX SECTION 251(C)(3) UNES

(SECTION 251(C)(3) PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Section 251(c)(3) UNEs sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to Section 251(c)(3) unbundled network elements ("UNEs") as specifically defined in this Appendix Section 251(c)(3) UNEs for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The Prices at which **SBC WISCONSIN** agrees to provide UNEs are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Section 251(c)(3) UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC WISCONSIN** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC WISCONSIN**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC WISCONSIN** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders. UNEs that **SBC WISCONSIN** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders shall be referred to in this Agreement as "**Section 251(c)(3) UNEs**."

- 2.1.1 A network element, including a network element referred to as a Section 251(c)(3) UNE under this Agreement, will cease to be a Section 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders. Without limitation, a Section 251(c)(3) UNE that has ceased to be a Section 251(c)(3) UNE may also be referred to as "**Declassified**."
- 2.1.2 Without limitation, a network element, including a network element referred to as a Section 251(c)(3) UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its Section 251(c)(3) authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Section 251(c)(3) UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

2.1.3 It is the Parties' intent that only Section 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Section 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Section 251(c)(3)," the reference shall be deemed to be a reference to Section 251(c)(3) UNE(s) or Section 251(c)(3) unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Section 251(c)(3) UNE and/or not described in this Appendix Section 251(c)(3) UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.

2.1.4 By way of example only, if terms and conditions of this Agreement state that **SBC WISCONSIN** is required to provide a Section 251(c)(3) UNE or Section 251(c)(3) UNE combination, and that Section 251(c)(3) UNE or the involved Section 251(c)(3) UNE (if a combination) is Declassified or otherwise no longer constitutes a Section 251(c)(3) UNE, then **SBC WISCONSIN** shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

2.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC WISCONSIN** that any item identified in this Agreement as a UNE, network element or Section 251(c)(3) UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders, that **SBC WISCONSIN** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Section 251(c)(3) or otherwise), or commingled with other network elements, UNEs (Section 251(c)(3) or otherwise) or other services or facilities.

2.3 The preceding includes without limitation that **SBC WISCONSIN** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements involving **SBC WISCONSIN** network elements that do not constitute Section 251(c)(3) UNEs, or where Section 251(c)(3) UNEs are not requested for permissible purposes).

2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Section 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a Section 251(c)(3) UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.

2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.

2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4. (DS1 Loop "Caps"), 8.3.5.4. (DS3 Loop "Caps"), 8.4.1 (Declassification Procedure – DS1), 8.4.2 (Declassification Procedure – DS3), 13.3.5 (DS3 Transport "Caps"), 13.3.6 (DS1 Transport "Caps"), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable "caps" are met, or where Declassification occurs because Wire Centers/routes meet the criteria set forth in the FCC's TRO Remand Order.

2.5.2 **SBC WISCONSIN** shall only be obligated to provide Section 251(c)(3) UNEs under this Agreement. To the extent an element described as a Section 251(c)(3) UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Section 251(c)(3) UNE, such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Section 251(c)(3) UNEs or other elements or services. Accordingly, in the event one or more elements described as Section 251(c)(3) UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Section 251(c)(3) UNE, **SBC WISCONSIN** will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days, or as otherwise provided by

Applicable Law, from the date of such notice, **SBC WISCONSIN** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Section 251(c)(3) UNE in the **SBC WISCONSIN** notice letter referenced in this Section 2.5. **SBC WISCONSIN** reserves the right to audit the CLEC orders transmitted to **SBC WISCONSIN** and to the extent that the CLEC has processed orders and such orders are provisioned after said transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and **SBC WISCONSIN**'s rights of discontinuance or conversion in the event the options are not accomplished. During said transitional period, the following options are available to CLEC with regard to the element(s) identified in the **SBC WISCONSIN** notice, including the combination or other arrangement in which the element(s) were previously provided:

- (a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (b) **SBC WISCONSIN** and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that said transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and **SBC WISCONSIN** have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then **SBC WISCONSIN** may, at its sole option, disconnect the 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.

- 2.5.3 The provisions set forth in this Section 2.5 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 "Transition Period" to be implemented or effective as provided above. Further, Section 2.5 "Transition Period" governs the situation where an unbundled network element or Section 251(c)(3) UNE under this Agreement is Declassified or is otherwise no longer a Section 251(c)(3) UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, 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.
- 2.5.4 Notwithstanding anything in this Agreement or in any Amendment, **SBC WISCONSIN** shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Section 251(c)(3) UNE. The preceding includes without limitation that **SBC WISCONSIN** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving **SBC WISCONSIN** network elements that do not constitute Section 251(c)(3) UNEs, or where Section 251(c)(3) UNEs are not requested for permissible purposes.
- 2.6 **SBC WISCONSIN** will provide access to Section 251(c)(3) UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3)).
- 2.7 **SBC WISCONSIN** will provide CLEC nondiscriminatory access to Section 251(c)(3) UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
 - 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a) & 51.307(b));

- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Section 251(c)(3) UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Section 251(c)(3) UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding **SBC WISCONSIN**'s network facilities to enable CLEC to achieve access to Section 251(c)(3) UNEs (47 CFR § 51.307(e));
- 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Section 251(c)(3) UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Section 251(c)(3) UNEs shall be no less favorable than terms and conditions under which **SBC WISCONSIN** provides such elements to itself (47 CFR § 51.313(b));
- 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
- 2.7.9 Except upon request of CLEC, **SBC WISCONSIN** shall not separate CLEC-requested Section 251(c)(3) UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC WISCONSIN** is not prohibited from or otherwise limited in separating any Section 251(c)(3) UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Section 251(c)(3) UNE(s) or other **SBC WISCONSIN** offering(s).
- 2.8 As provided for herein, **SBC WISCONSIN** will permit CLEC exclusive use of a Section 251(c)(3) UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC WISCONSIN** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 **SBC WISCONSIN** will maintain, repair, or replace Section 251(c)(3) UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Section 251(c)(3) UNE and access to such Section 251(c)(3) UNEs provided to a requesting telecommunications carrier shall be at least equal to what **SBC WISCONSIN** provides to itself (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Section 251(c)(3) UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC WISCONSIN**.
- 2.13 Performance of Section 251(c)(3) UNEs
 - 2.13.1 Each Section 251(c)(3) UNE will be provided in accordance with **SBC WISCONSIN** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC WISCONSIN** at its sole discretion.
 - 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). **SBC WISCONSIN** will not discontinue any Section 251(c)(3) UNE that **SBC WISCONSIN** is required to provide to CLEC under this Agreement unless and until:(i) **SBC WISCONSIN** provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to **SBC WISCONSIN**'s proposed network

modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following **SBC WISCONSIN**'s exercise of its rights under Applicable Law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

2.13.3 **SBC WISCONSIN** may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Section 251(c)(3) UNEs from affected Wire Center may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension **SBC WISCONSIN** places on itself for orders from its End Users and other CLEC customers.

2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of **SBC WISCONSIN**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to Section 251(c)(3) UNEs

2.14.1 In order to access and use Section 251(c)(3) UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Section 251(c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC and the Commission. Together, these conditions are the "Statutory Conditions" for access to Section 251(c)(3) UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC WISCONSIN** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC WISCONSIN** shall constitute material breach of this Agreement.

2.14.1.1 By way of example, use of a Section 251(c)(3) UNE (whether on a stand-alone basis, in combination with other UNEs (Section 251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Section 251(c)(3) UNE pursuant to the Statutory Conditions.

2.14.1.2 By way of further example, CLEC may not access Section 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

2.14.2 Other conditions to accessing and using any Section 251(c)(3) UNE (whether on a stand-alone basis, in combination with other Section 251(c)(3) UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders and will also apply.

2.15 New combinations Involving Section 251(c)(3) UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC WISCONSIN** shall meet its combining obligations involving Section 251(c)(3) UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Section 251(c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC WISCONSIN** might offer pursuant to Section 271 of the Act.

2.15.2 In the event that **SBC WISCONSIN** denies a request to perform the functions necessary to combine Section 251(c)(3) UNEs or to perform the functions necessary to combine Section 251(c)(3) UNEs with elements possessed by CLEC, **SBC WISCONSIN** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC WISCONSIN** shall have the burden to prove that such denial meets one or more applicable

standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Section 251(c)(3) UNE combinations, if any, incorporated into this Appendix shall be made available to CLEC.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an Incumbent Local Exchange Carrier such as **SBC WISCONSIN** being required to perform the functions necessary to combine Section 251(c)(3) UNEs and to combine Section 251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC WISCONSIN** is willing to perform the actions necessary to also complete the actual physical combination for those new Section 251(c)(3) UNE combinations, if any, to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC WISCONSIN** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC WISCONSIN**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC WISCONSIN** from taking any position with respect to combinations including Section 251(c)(3) UNEs or any issue or subject addressed or related thereto.

2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, **SBC WISCONSIN** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC WISCONSIN**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Section 251(c)(3) UNEs and combine Section 251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC WISCONSIN** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the Parties regarding those functions and other actions that go beyond those functions necessary to combine Section 251(c)(3) UNEs and combine Section

251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.3.2 A new Section 251(c)(3) UNE combination, if any, does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Section 251(c)(3) UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.15.3.3 For a new Section 251(c)(3) UNE combination, if any, CLEC shall issue appropriate service requests. These requests will be processed by **SBC WISCONSIN**, and CLEC will be charged the applicable Section 251(c)(3) UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Section 251(c)(3) UNE and cross connect ordered.

2.15.3.4 Upon notice by **SBC WISCONSIN**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC WISCONSIN** in providing the new Section 251(c)(3) UNE combinations, if any, which work is not covered by the charges applicable per Section 2.15.3.3. For any such work done by **SBC WISCONSIN** under Section 2.15.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC WISCONSIN**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the Parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC WISCONSIN** to perform the functions necessary to combine Section 251(c)(3) UNEs or to perform the functions necessary to combine Section 251(c)(3) UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC WISCONSIN** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.15.4.1 In any such BFR, CLEC must designate among other things the Section 251(c)(3) UNE(s) sought to be combined and the needed location(s), the order in which the Section 251(c)(3) UNEs and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an **SBC WISCONSIN** Section 251(c)(3) UNE and the Section 251(c)(3) network element(s) possessed by CLEC.

2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC WISCONSIN** under Section 2.15.4.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC WISCONSIN**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC WISCONSIN** to perform work not required by Section 2.15.4.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Section 251(c)(3) UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 SBC WISCONSIN's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 SBC WISCONSIN would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Section 251(c)(3) UNEs or to Interconnect with SBC WISCONSIN's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Section 251(c)(3) UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if SBC WISCONSIN informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Section 251(c)(3) UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an SBC WISCONSIN premises where CLEC is physically collocated or has an on-site adjacent Collocation arrangement, or has established one of the UNE connection Methods described in Section 3;

2.15.6.2 for SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by SBC WISCONSIN to CLEC. Thereafter, SBC WISCONSIN may invoke Section 2.15.5.5 with respect to any request for a combination involving Section 251(c)(3) UNEs.

2.16 Conversion of Wholesale Services to Section 251(c)(3) UNEs

2.16.1 Upon request, SBC WISCONSIN shall convert a wholesale service, or group of wholesale services, to the equivalent Section 251(c)(3) UNE, or combination of Section 251(c)(3) UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Section 251(c)(3) UNEs, or combination of Section 251(c)(3) 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.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, SBC WISCONSIN shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC WISCONSIN may charge applicable service order charges and record change charges, as provided in the Pricing Appendix and Rate Summary.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Section 251(c)(3) UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Section 251(c)(3) UNE, or combination of Section 251(c)(3) UNEs, CLEC shall not request such conversion or continue using such the Section 251(c)(3) UNE or Section 251(c)(3)

UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Section 251(c)(3) UNE or combination of Section 251(c)(3) UNEs, or Commingled Arrangement (as defined herein), SBC WISCONSIN may convert the Section 251(c)(3) UNE or Section 251(c)(3) UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Section 251(c)(3) UNE or combination of Section 251(c)(3) UNEs, including whether or not such Section 251(c)(3) UNE or combination of Section 251(c)(3) UNEs had been previously converted from an SBC WISCONSIN service.

2.16.5.2 SBC WISCONSIN may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an SBC WISCONSIN service, CLEC must follow the guidelines and ordering requirements provided by SBC WISCONSIN that are applicable to converting the particular SBC WISCONSIN service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC WISCONSIN's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Section 251(c)(3) UNE, or a combination of Section 251(c)(3) UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN, or the combining of a Section 251(c)(3) UNE, or a combination of Section 251(c)(3) UNEs, with one or more such facilities or services. "Commingle" means the act of Commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC WISCONSIN offering pursuant to 47 U.S.C. § 271 that is not a Section 251(c)(3) UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is SBC WISCONSIN required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC WISCONSIN's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place SBC WISCONSIN at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Section 251(c)(3) UNEs or to Interconnect with SBC WISCONSIN's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any Commingling obligation is limited solely to Commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN with Section 251(c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC WISCONSIN might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC WISCONSIN shall permit CLEC to Commingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with facilities or services obtained at wholesale from SBC WISCONSIN to the extent

required by Section 251(c)(3) and effective FCC rules and associated Section 251(c)(3) and effective FCC and judicial orders.

2.17.3 Upon request, and subject to this Section 2, SBC WISCONSIN shall perform the functions necessary to Commingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN (as well as requests where CLEC also wants SBC WISCONSIN to complete the actual Commingling), except that SBC WISCONSIN shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself.

Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, SBC WISCONSIN's obligation to Commingle ceases if SBC WISCONSIN informs CLEC of such need to Commingle.

2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Section 251(c)(3) UNE(s), Section 251(c)(3) UNE combination, and facilities or services obtained at wholesale from SBC WISCONSIN are available to CLEC, including without limitation:

2.17.3.1.1 at an SBC WISCONSIN premises where CLEC is physically collocated or has an on-site adjacent Collocation arrangement;

2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by SBC WISCONSIN to CLEC. Thereafter, SBC WISCONSIN may invoke Section 2.17.3(ii) with respect to any request for Commingling.

2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for SBC WISCONSIN to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC WISCONSIN to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.

2.17.4.1 SBC WISCONSIN is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Section 251(c)(3) UNE(s), combination of Section 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC WISCONSIN sought to be Commingled and the needed location(s), the order in which such Section 251(c)(3) UNEs, such combinations of Section 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

2.17.4.3 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC WISCONSIN under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC WISCONSIN's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC WISCONSIN to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

2.17.5 SBC WISCONSIN shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing

mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC WISCONSIN** shall charge the rates for Section 251(c)(3) UNEs (or Section 251(c)(3) UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.17.6 Nothing in this Agreement shall impose any obligation on **SBC WISCONSIN** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by Section 251(c)(3) and effective FCC rules and judicial orders. The preceding includes without limitation that **SBC WISCONSIN** shall not be obligated to Commingle network elements that do not constitute Section 251(c)(3) UNEs, or where Section 251(c)(3) UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Section 251(c)(3) UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.17.7 In the event that Commingling also involves **SBC WISCONSIN** performing the functions necessary to combine Section 251(c)(3) UNEs (e.g., make a new combination of Section 251(c)(3) UNEs), including making the actual Section 251(c)(3) UNE combination, then Section 2.16 shall govern with respect to that Section 251(c)(3) UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.17.8 Subject to this 2.17, **SBC WISCONSIN** shall not deny access to a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs on the grounds that one or more of the Section 251(c)(3) UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC WISCONSIN**.

2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC WISCONSIN**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC WISCONSIN** offerings pursuant to 47 U.S.C. § 271 that are not Section 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).

2.18 Mandatory Eligibility Criteria for Access to Certain Section 251(c)(3) UNEs

2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, **SBC WISCONSIN** shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC Collocation arrangement via a cross-connect).

2.18.2 **SBC WISCONSIN** is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or

higher channel termination service (collectively, the “Included Arrangements”), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **SBC WISCONSIN** local service area and within the LATA where the circuit is located (“Local Telephone Number”), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
 - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
 - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Section 251(c)(3) UNE; and
 - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an Interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Section 251(c)(3) UNE; and
 - 2.18.2.2.6 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 2.18.4 of this Appendix; and
 - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a Collocation arrangement. Accordingly, **SBC WISCONSIN** shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Section 251(c)(3) UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.18.3 A Collocation arrangement meets the requirements of Section 2.18 of this Appendix Section 251(c)(3) UNE if it is:

2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC WISCONSIN's premises within the same LATA as the End User's premises, when SBC WISCONSIN is not the collocator; or

2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC WISCONSIN is the collocator.

2.18.4 An Interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Section 251(c)(3) UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC WISCONSIN provisions such new circuit. CLEC must provide SBC WISCONSIN with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.18.6 CLEC must provide the certification required by Section 2.18 on a form provided by SBC WISCONSIN, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC WISCONSIN.

2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC WISCONSIN may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC WISCONSIN's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.

2.18.7.1 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 regarding CLEC's compliance with the qualifying service eligibility criteria.

2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE

combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC WISCONSIN may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC WISCONSIN. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, e.g., SBC WISCONSIN shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse SBC WISCONSIN for the cost of the independent auditor and for SBC WISCONSIN's costs in the same manner and using the same methodology and rates that SBC WISCONSIN is required to pay CLEC's costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, SBC WISCONSIN must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of SBC WISCONSIN to require such compliance, including if SBC WISCONSIN provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.19 Where processes for any Section 251(c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC WISCONSIN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.20 SBC WISCONSIN will combine Section 251(c)(3) UNEs, combine Section 251(c)(3) UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Section 251(c)(3) UNEs.

2.21 The Parties intend that this Appendix Section 251(c)(3) UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Section 251(c)(3) UNEs from SBC WISCONSIN. Accordingly, except as may be specifically permitted by this Appendix Section 251(c)(3) UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Section 251(c)(3) or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC WISCONSIN tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC WISCONSIN to enforce the foregoing (including if SBC WISCONSIN fails to reject or otherwise block orders for, or provides or continues to provide, unbundled

network elements, Section 251(c)(3) or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC WISCONSIN may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC WISCONSIN may process any such order as being submitted under this Appendix Section 251(c)(3) UNEs and, further, may convert any element provided under tariff, to this Appendix Section 251(c)(3) UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO SECTION 251(C)(3) UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Section 251(c)(3) UNEs, SBC WISCONSIN shall provide Access to Section 251(c)(3) UNE Connection Methods under the following terms and conditions.
- 3.2 This Section describes the connection methods under which SBC WISCONSIN agrees to provide CLECs with access to Section 251(c)(3) UNEs under this Appendix Section 251(c)(3) UNEs and the conditions under which SBC WISCONSIN makes these methods available. These methods provide CLEC access to multiple SBC WISCONSIN Section 251(c)(3) UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Section 251(c)(3) UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
 - 3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine Section 251(c)(3) UNE Local Loops within a requested SBC WISCONSIN Central Office.

3.2.1.1 (Method 1)

SBC WISCONSIN will extend SBC WISCONSIN Section 251(c)(3) UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, e.g. in a caged, cageless or shared cage arrangement or Virtually Collocated, within the same Central Office where the Section 251(c)(3) UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

3.2.1.2 (Method 2)

SBC WISCONSIN will extend SBC WISCONSIN Section 251(c)(3) UNEs that require cross connection to the CLEC's Section 251(c)(3) UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Section 251(c)(3) UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC WISCONSIN will extend SBC WISCONSIN Section 251(c)(3) UNEs to the CLEC's Section 251(c)(3) UNE frame that is located outside the SBC WISCONSIN Central Office where the Section 251(c)(3) UNEs are to be combined in a closure such as a cabinet provided by SBC WISCONSIN on SBC WISCONSIN property.

- 3.3 The following terms and conditions apply to Methods 2 and 3 when SBC WISCONSIN provides access to Section 251(c)(3) UNEs pursuant to Sections 3.2.1.2 and 3.2.1.3:
 - 3.3.1 The CLEC may cancel the request at any time, but will pay SBC WISCONSIN's reasonable and demonstrable costs for modifying SBC WISCONSIN's Central Office up to the date of cancellation.
 - 3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.3.3 CLEC shall refer trouble sectionalized in the SBC WISCONSIN Section 251(c)(3) UNE to SBC WISCONSIN.
 - 3.3.4 Prior to SBC WISCONSIN providing access to Section 251(c)(3) UNEs under this Appendix, CLEC and SBC WISCONSIN shall provide each other with a point of contact for overall coordination.

- 3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Section 251(c)(3) UNEs when CLEC combines or disconnects Section 251(c)(3) UNEs.
- 3.3.6 CLEC shall designate each Section 251(c)(3) UNE being ordered from SBC WISCONSIN. CLEC shall provide an interface to receive assignment information from SBC WISCONSIN regarding location of the affected Section 251(c)(3) UNEs. This interface may be manual or mechanized.
- 3.3.7 SBC WISCONSIN will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC WISCONSIN shall be referred to such contact numbers.
- 3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Section 251(c)(3) UNEs.
 - 3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC WISCONSIN Section 251(c)(3) UNEs will be made on an individual case basis (ICB).
 - 3.3.8.2 SBC WISCONSIN will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC WISCONSIN for other construction and preparation work performed in the building.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, SBC WISCONSIN shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the SBC WISCONSIN. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by SBC WISCONSIN.

6.3 Item I

SBC WISCONSIN, _ Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC WISCONSIN, _ to provide CLEC access to an additional or new, undefined Section 251(c)(3) UNE, Section 251(c)(3) UNE combination and/or Section 251(c)(3) Commingling requests that constitute or involve a Section 251(c)(3) UNE required to be provided by SBC WISCONSIN, but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Section 251(c)(3) UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by SBC WISCONSIN to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC WISCONSIN for its costs incurred to complete the Preliminary Analysis of the BFR:

- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC WISCONSIN**'s preliminary evaluation costs, in which case **SBC WISCONSIN** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC WISCONSIN** to complete the Preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and **SBC WISCONSIN** is not able to process the BFR or determines that the request does not qualify for BFR treatment, then **SBC WISCONSIN** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC WISCONSIN**, its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC WISCONSIN** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 **SBC WISCONSIN** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC WISCONSIN**, will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC WISCONSIN** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR **SBC WISCONSIN** will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that **SBC WISCONSIN** will offer the Request to CLEC or (ii) advise CLEC that **SBC WISCONSIN**, will not offer the Request. If **SBC WISCONSIN** indicates it will not offer the Request, **SBC WISCONSIN**, will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Section 251(c)(3) UNE, or is otherwise not required to be provided by **SBC WISCONSIN** under the Act and/or, (iii) that the BFR is not the correct process for the request.
- 6.3.9 If the Preliminary Analysis indicates that **SBC WISCONSIN** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC WISCONSIN** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **SBC WISCONSIN**, within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC WISCONSIN**, all demonstrable costs as set forth above. Any request by CLEC for **SBC WISCONSIN**, to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC WISCONSIN** shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC WISCONSIN** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution

Process set forth in the General Terms and Conditions of this Agreement. If **SBC WISCONSIN** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC WISCONSIN**, for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Section 251(c)(3) UNE, **SBC WISCONSIN** shall provide Section 251(c)(3) UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Section 251(c)(3) UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to **SBC WISCONSIN**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Section 251(c)(3) UNE NID establishes the final (and official) network Demarcation Point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Section 251(c)(3) UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC WISCONSIN** offers nondiscriminatory access to the Section 251(c)(3) UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Section 251(c)(3) UNE NID is offered as specified below (**SBC WISCONSIN**).
- 7.3 **SBC WISCONSIN** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC WISCONSIN**'s Section 251(c)(3) UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the **SBC WISCONSIN** Section 251(c)(3) UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Section 251(c)(3) UNE NID required by CLEC will be performed by **SBC WISCONSIN** based on Time and Material charges as provided in the Pricing Appendix. **SBC WISCONSIN**, at the request of CLEC, will disconnect the **SBC WISCONSIN** local loop from the Section 251(c)(3) UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC WISCONSIN**'s Section 251(c)(3) UNE NID where necessary.
- 7.6 The **SBC WISCONSIN** Section 251(c)(3) UNE NIDs that CLEC uses under this Appendix will be existing Section 251(c)(3) UNE NIDs installed by **SBC WISCONSIN** to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect **SBC WISCONSIN**'s ground. CLEC shall not cut or disconnect **SBC WISCONSIN**'s loop from the Section 251(c)(3) UNE NID and/or its protector. CLEC shall not cut any other leads in the Section 251(c)(3) UNE NID.
- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC WISCONSIN**'s Section 251(c)(3) UNE NID, can disconnect the End User's wiring from **SBC WISCONSIN**'s Section 251(c)(3) UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Section 251(c)(3) UNE NID not included with the loop, **SBC WISCONSIN** will consider the requested type of Section 251(c)(3) UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. SECTION 251(C)(3) UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Section 251(c)(3) UNEs, SBC WISCONSIN shall provide Section 251(c)(3) UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC WISCONSIN Central Office and the loop Demarcation Point at an End User premises. Therefore, consistent with the applicable FCC rules, SBC WISCONSIN will make available the Section 251(c)(3) UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC WISCONSIN Central Office and the loop Demarcation Point at an End User premises. The Parties acknowledge and agree that SBC WISCONSIN shall not be obligated to provision any of the Section 251(c)(3) UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Section 251(c)(3) UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC WISCONSIN. The Section 251(c)(3) UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Section 251(c)(3) UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Section 251(c)(3) UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Section 251(c)(3) UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in SBC WISCONSIN Wire Centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
 - 8.2.1 When a Section 251(c)(3) UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Section 251(c)(3) UNE Local Loop to a high voltage area will be submitted by CLEC to SBC WISCONSIN via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay SBC WISCONSIN for any HVPE that is provisioned by SBC WISCONSIN to CLEC in connection with the CLEC's Section 251(c)(3) UNE Local Loop order to the high voltage area.
- 8.3 The following types of Section 251(c)(3) UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix SBC WISCONSIN
 - 8.3.1 2-Wire Analog Loop
 - 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - 8.3.1.2 If CLEC requests one or more Section 251(c)(3) UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC WISCONSIN will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Section 251(c)(3) UNE loop at no additional charge to CLEC. If, however, no spare Section 251(c)(3) UNE loop is available, as defined above, SBC WISCONSIN will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.
 - 8.3.2 4-Wire Analog Loop
 - 8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Section 251(c)(3) UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 **SBC WISCONSIN** is not obligated to provide to CLEC more than ten (10) DS1 Section 251(c)(3) UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Section 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC WISCONSIN**'s option it may accept the order, but convert any requested DS1 Section 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC WISCONSIN** Central Office to the end user premises.

8.3.5.2 DS3 Section 251(c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 **SBC WISCONSIN** is not obligated to provide to CLEC more than one (1) DS3 Section 251(c)(3) UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Section 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC WISCONSIN**'s option it may accept the order, but convert any requested DS3 Section 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, **SBC WISCONSIN** shall provide CLEC with access to a DS1 Section 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a Wire Center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a Wire Center exceeds these thresholds, no future DS1Digital Loop unbundling will be required in

that Wire Center, or any buildings served by that Wire Center, and DS1 Digital Loops in that Wire Center, or any buildings served by that Wire Center, shall be Declassified and no longer available as Section 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Section 251(c)(3) UNE Digital Loops in such Wire Center(s), or any buildings served by such Wire Center(s).

8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, SBC WISCONSIN shall provide CLEC with access to a DS3 Section 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that Wire Center, or any buildings served by that Wire Center, and DS3 Digital Loops in that Wire Center, or any buildings served by that Wire Center, shall be Declassified, and no longer available as Section 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Section 251(c)(3) UNE Digital Loops in such Wire Center(s), or any buildings served by such Wire Center(s).

8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Section 251(c)(3) UNEs under this Agreement, **SBC WISCONSIN** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Transition Procedure."

8.4.3.1 Products provided by **SBC WISCONSIN** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Transition Procedure" where such Loops are Declassified.

8.4.4 The Parties agree that activity by **SBC WISCONSIN** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 **Routine Network Modifications – Section 251(c)(3) UNE Local Loops**

8.5.1 **SBC WISCONSIN** shall make routine network modifications to Section 251(c)(3) UNE Local Loop facilities used by requesting Telecommunications Carriers where the requested Section 251(c)(3) UNE Local Loop facility has already been constructed. **SBC WISCONSIN** shall perform routine network modifications to Section 251(c)(3) UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Section 251(c)(3) UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that **SBC WISCONSIN** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC WISCONSIN** does for its own end user customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. **SBC WISCONSIN** will place drops in the same manner as it does for its own customers.

8.5.3 Routine network modifications do not include constructing new Section 251(c)(3) UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility.. **SBC WISCONSIN** is not obligated to perform those activities for a requesting Telecommunications Carrier.

8.5.4 **SBC WISCONSIN** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC WISCONSIN**'s retail customers.

8.5.5 This Agreement does not require **SBC WISCONSIN** to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent **SBC WISCONSIN** has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Agreement prohibit **SBC WISCONSIN** from upgrading an end user customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided **SBC WISCONSIN** complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii),.

8.5.6 Notwithstanding anything to the contrary herein, **SBC WISCONSIN**'s obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of **SBC WISCONSIN**'s hybrid loops, only with respect to any existing capabilities of **SBC WISCONSIN**'s hybrid loops. **SBC WISCONSIN** has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

8.5.7 **SBC WISCONSIN** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC WISCONSIN**), and in the state specific Appendix Pricing (**SBC WISCONSIN**) or by tariff, as such tariff may be modified from time to time (**SBC WISCONSIN**). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

8.6 Section 251(c)(3) UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.

8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the **SBC WISCONSIN** state in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the Collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. SECTION 251(C)(3) UNE SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, **SBC WISCONSIN** shall provide Section 251(c)(3) UNE Subloops under the following terms and conditions in this subsection.

9.2 **SBC WISCONSIN** will provide copper Section 251(c)(3) UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Section 251(c)(3) UNE Subloops under this Agreement. Rather, Section 251(c)(3) UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A Section 251(c)(3) UNE Subloop is a smaller included segment of **SBC WISCONSIN**'s Section 251(c)(3) UNE local loop plant, i.e., a portion of the Section 251(c)(3) UNE Loop from some technically accessible terminal beyond **SBC WISCONSIN**'s Central Office and the network

Demarcation Point, including that portion of the Section 251(c)(3) UNE Loop, if any, which **SBC WISCONSIN**'s owns and controls inside the End User premises.

9.3 Definitions pertaining to the Section 251(c)(3) UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Section 251(c)(3) UNE Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Section 251(c)(3) UNE Subloop transport.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Section 251(c)(3) UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the Demarcation Point.
- 9.3.8 "SAI/FDI-to-Term Section 251(c)(3) UNE Subloop" is that portion of the Section 251(c)(3) UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Section 251(c)(3) UNE Subloop" is that portion of the Section 251(c)(3) UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC WISCONSIN** will construct a SPOI only to those multiunit premises where **SBC WISCONSIN** has distribution facilities to the premises and **SBC WISCONSIN** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC WISCONSIN** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC WISCONSIN**'s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Section 251(c)(3) UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 "Term-to-NID Section 251(c)(3) UNE Subloop" is that portion of the Section 251(c)(3) UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Section 251(c)(3) UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 **SBC WISCONSIN** will offer the following Section 251(c)(3) UNE Subloop types:

- 9.4.1 2-Wire Analog Section 251(c)(3) UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Section 251(c)(3) UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.3 Section 251(c)(3) UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix will be available to CLEC in the **SBC WISCONSIN** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Section 251(c)(3) UNE xDSL Subloop is subject to the Section 251(c)(3) UNE subloop terms and conditions set forth in this Appendix, the Collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Section 251(c)(3) UNE xDSL Subloop and the Section 251(c)(3) UNE subloop provisions set forth in this Appendix, the Section 251(c)(3) UNE subloop provisions set forth in this Appendix shall control.

9.4.4 As no other type of Subloop constitutes a Section 251(c)(3) UNE subloop, **SBC WISCONSIN** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC WISCONSIN** provides a subloop(s) that is not described or provided for in this Agreement, **SBC WISCONSIN** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC WISCONSIN** to refuse to provide, including if **SBC WISCONSIN** provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Section 251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Section 251(c)(3) UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Section 251(c)(3) UNE xDSL Subloops for the purpose of offering advanced services. Section 251(c)(3) UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Section 251(c)(3) UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Section 251(c)(3) UNE Subloop, and such Section 251(c)(3) UNE Subloop has been determined to be a non-defective pair, then that Section 251(c)(3) UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Section 251(c)(3) UNE Subloops

9.8.1 Access to terminals for copper Section 251(c)(3) UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the Central Office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Section 251(c)(3) UNE Subloop segments:

FROM:	TO:
1. Serving Area Interface or Feeder Distribution Interface 2. Serving Area Interface or Feeder Distribution Interface 3. Terminal 4. NID	Terminal Network Interface Device Network Interface Device Stand Alone

5. SPOI (Single Point of Interface) Terminal

9.10 Provisioning

- 9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Section 251(c)(3) UNE Subloop circuit(s).
- 9.10.2 Spare Section 251(c)(3) UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

9.11 Maintenance

- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Section 251(c)(3) UNE Subloop from the SBC WISCONSIN switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the SBC WISCONSIN Section 251(c)(3) UNE Subloop portion of the CLEC’s service before reporting trouble to SBC WISCONSIN.
- 9.11.3 SBC WISCONSIN shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC WISCONSIN on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Section 251(c)(3) UNE Subloop access arrangements have been completed and balance of payment due SBC WISCONSIN is received, the CLEC may place a LSR for Subloops at this location. Prices at which SBC WISCONSIN agrees to provide CLEC with Section 251(c)(3) UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, SBC WISCONSIN repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, SBC WISCONSIN will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Section 251(c)(3) UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Section 251(c)(3) UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Section 251(c)(3) UNE Subloop Access Arrangement (“SAA”) utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC WISCONSIN Section 251(c)(3) UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Section 251(c)(3) UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Section 251(c)(3) UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, SBC WISCONSIN will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Section 251(c)(3) UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Section 251(c)(3) UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Section 251(c)(3) UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Section 251(c)(3) UNE Subloops.

9.12.6 Several options exist for Collocation or Section 251(c)(3) UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC WISCONSIN** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.12.8 Prior to submitting the Section 251(c)(3) UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and the "Structure Access" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Section 251(c)(3) UNE Subloops, should Collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Section 251(c)(3) UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC WISCONSIN** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC WISCONSIN** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, **SBC WISCONSIN** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC WISCONSIN** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC WISCONSIN**'s interconnection point.

9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow **SBC WISCONSIN** to properly engineer access to each SAI and to ensure **SBC WISCONSIN** does not provide more available terminations than the CLEC expects to use.

9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Section 251(c)(3) UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC WISCONSIN** for removal of their facilities from the SAA.

9.13 Section 251(c)(3) UNE Subloop Access Arrangement (SAA) Access Points

9.13.1 SAI/FDI, ECS, SPOI, or Terminal

9.13.1.1 CLEC cable to be terminated in a **SBC WISCONSIN** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC WISCONSIN** will terminate on available binding posts in the SAI/FDI or Terminal.

9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC WISCONSIN will stub out a cable from the SAI/FDI or Terminal, which SBC WISCONSIN will splice to the CLEC cable at the meet point.

9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9.14.1 SBC WISCONSIN shall notify CLEC of pending relocation as soon as SBC WISCONSIN receives such notice.

9.14.2 CLEC shall notify SBC WISCONSIN of its intentions to remain, or not, in the SAA by way of a new Section 251(c)(3) UNE Subloop Access Arrangement Application for a new SCA.

9.14.3 SBC WISCONSIN shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and SBC WISCONSIN engineer.

9.14.4 CLEC shall notify SBC WISCONSIN of acceptance or rejection of the new SCA within 10 Business Days of its receipt of SBC WISCONSIN's estimate.

9.14.5 Upon acceptance of the SBC WISCONSIN estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC WISCONSIN of their acceptance of estimate costs.

9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC WISCONSIN as to the date that SBC WISCONSIN may remove CLEC's facilities from that SAA. CLEC will pay SBC WISCONSIN for all costs associated with the removal of the CLEC's SAA.

9.14.7 In the event that CLEC does not respond to SBC WISCONSIN in time to have their facilities relocated, SBC WISCONSIN shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not to pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Section 251(c)(3) UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Section 251(c)(3) UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC WISCONSIN Term to NID Section 251(c)(3) UNE Subloop segments in order to serve its End Users at MTEs in SBC WISCONSIN ("Term to NID MTE Section 251(c)(3) UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Section 251(c)(3) UNE Subloop Segment cross-connect leased from SBC WISCONSIN within the intermediary box (in order to obtain access to SBC WISCONSIN Term to NID MTE Section 251(c)(3) UNE Subloop Segments). In the event CLEC wishes to access SBC WISCONSIN Term to NID MTE Section 251(c)(3) UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

9.15.1.2 The intermediary box shall contain blocks that meet SBC WISCONSIN's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC WISCONSIN technician the ability to run jumper/cross connect from SBC WISCONSIN terminal to the intermediary box.

9.15.1.3 LEC agrees that the SBC WISCONSIN technician shall run the jumper/cross-connect from SBC WISCONSIN's serving terminal to CLEC's intermediary box, in order for CLEC to access SBC WISCONSIN Term to NID MTE Section 251(c)(3) UNE Subloop Segments in SBC WISCONSIN. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.

9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Section 251(c)(3) UNE Subloop Segments from SBC WISCONSIN.

9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC WISCONSIN associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Section 251(c)(3) UNE Subloop Segment including, without limitation: transferring the End User's service from SBC WISCONSIN to CLEC, providing SBC WISCONSIN with CFA prior to ordering and the assigning of a specific Term to NID MTE Section 251(c)(3) UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Section 251(c)(3) UNE Subloop Segment will be the same as those that apply to Section 251(c)(3) UNE Subloop today and shall be submitted to SBC WISCONSIN by CLEC via a Local Service Request ("LSR").

9.15.1.7 SBC WISCONSIN will upon receipt of the LSR from CLEC for a Term to NID MTE Section 251(c)(3) UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC WISCONSIN terminal to the CLEC intermediary box. SBC WISCONSIN must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Section 251(c)(3) UNE Subloop Segments in SBC WISCONSIN only, CLEC may elect to lease from SBC WISCONSIN Term to NID MTE Section 251(c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Section 251(c)(3) UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Section 251(c)(3) UNE Subloop Segment from SBC WISCONSIN in lieu of SBC WISCONSIN's standard Term to NID Section 251(c)(3) UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Section 251(c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Section 251(c)(3) UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Section 251(c)(3) UNE Subloop Segment When no Intermediary Box is installed

9.16.1 In those instances where CLEC elects not to install an intermediary box or to have SBC WISCONSIN install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from SBC WISCONSIN Term to NID MTE Section 251(c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Section 251(c)(3) UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Section 251(c)(3) UNE Subloop Segment from SBC WISCONSIN in lieu of SBC WISCONSIN's standard Term to NID Section 251(c)(3) UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Section 251(c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Section 251(c)(3) UNE Subloop Segment. In such cases, SBC WISCONSIN will provide CLEC with access to the Term To NID MTE Section 251(c)(3) UNE Subloop via a cross connect. The SBC technician will tag appropriately and will

leave up to two feet of exposed wire at SBC WISCONSIN's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Section 251(c)(3) UNE Subloop in an MTE Environment, neither the SBC WISCONSIN SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the SBC WISCONSIN cross- connect, SBC WISCONSIN could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, SBC WISCONSIN shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.
- 10.2 SBC WISCONSIN will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC WISCONSIN, for CLECs to gain access to Section 251(c)(3) UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Section 251(c)(3) UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
 - 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that SBC WISCONSIN will construct any Section 251(c)(3) UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If SBC WISCONSIN elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
 - 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC WISCONSIN places more pairs at the splice.
 - 10.3.3 Although SBC WISCONSIN will construct the engineering controlled splice, the ECS maybe owned by SBC WISCONSIN or the CLEC (depending on the specific arrangement) at the option of SBC WISCONSIN.
 - 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 10.3.5 SBC WISCONSIN may require a separate SCA for each remote terminal site.
 - 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Section 251(c)(3) UNE Subloop is to be provisioned by SBC WISCONSIN. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. SBC WISCONSIN will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC WISCONSIN will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request **SBC WISCONSIN** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Section 251(c)(3) UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Section 251(c)(3) UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate **SBC WISCONSIN** for each of the dedicated Section 251(c)(3) UNE Subloop facilities, based on recurring Section 251(c)(3) UNE Subloop charges, for the quantity of Section 251(c)(3) UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request **SBC WISCONSIN** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC WISCONSIN** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC WISCONSIN** cabling.

10.4.2.3 CLEC must designate the quantity of Section 251(c)(3) UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate **SBC WISCONSIN** for the charges incurred by **SBC WISCONSIN** derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Section 251(c)(3) UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. ECS	Serving Area Interface or Feeder Distribution Interface
2. ECS	Terminal
3. ECS	NID

11. INTENTIONALLY OMITTED

12. INTENTIONALLY OMITTED

13. DS1 AND DS3 DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Section 251(c)(3) UNEs, **SBC WISCONSIN** shall provide Section 251(c)(3) UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as **SBC WISCONSIN** interoffice transmission facilities between Wire Centers or switches owned by **SBC WISCONSIN**, or between Wire Centers or switches owned by **SBC WISCONSIN** and switches owned by requesting Telecommunications Carriers, dedicated to a particular customer or carrier.

13.2.1.1 **SBC WISCONSIN** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **SBC WISCONSIN** Wire Centers.

13.2.2 A "route" is defined as a transmission path between one of **SBC WISCONSIN**'s Wire Centers or switches and another of **SBC WISCONSIN**'s Wire Centers or switches. A route between two points (e.g., Wire Center of switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g. Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the

same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

13.3 **SBC WISCONSIN** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Section 251(c)(3) UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Section 251(c)(3) UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.3 **SBC WISCONSIN** will provide Section 251(c)(3) UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Section 251(c)(3) UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Section 251(c)(3) UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Section 251(c)(3) UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 **SBC WISCONSIN** is not obligated to provide to CLEC more than twelve(12) DS3 Section 251(c)(3) UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve (12) DS3 Section 251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC WISCONSIN**'s option it may accept the order, but convert any requested DS3 Section 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 **SBC WISCONSIN** is not obligated to provide to CLEC more than ten (10) DS1 Section 251(c)(3) UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten (10) DS1 Section 251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC WISCONSIN**'s option it may accept the order, but convert any requested DS1 Section 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Section 251(c)(3) UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC WISCONSIN** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC WISCONSIN** for CLEC specific diversity, **SBC WISCONSIN** will advise CLEC of the applicable

additional charges. **SBC WISCONSIN** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), Wire Centers are classified into three "tiers," as follows:

- (i) Tier 1 Wire Centers are those ILEC Wire Centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC Tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, **SBC WISCONSIN** shall provide CLEC with access to Section 251(c)(3) UNE DS1 Dedicated Transport on routes, except routes where both Wire Centers defining the route are Tier 1 Wire Centers. As such **SBC WISCONSIN** must provide Section 251(c)(3) UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Section 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Section 251(c)(3) UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, **SBC WISCONSIN** shall provide CLEC with access to Section 251(c)(3) UNE DS3 Dedicated Transport, except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **SBC WISCONSIN** must provide Section 251(c)(3) UNE DS3 Dedicated Transport under this Agreement only if a Wire Center on either end of the requested route is a Tier 3 Wire Center. If both Wire Centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Section 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Section 251(c)(3) UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Section 251(c)(3) UNEs under this Agreement, **SBC WISCONSIN** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."

13.5.5 Products provided by **SBC WISCONSIN** in conjunction with Section 251(c)(3) UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.

13.6 The Parties agree that activity by SBC WISCONSIN under Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Section 251(c)(3) UNE Dedicated Transport

13.7.1 SBC WISCONSIN shall make routine network modifications to Section 251(c)(3) UNE Dedicated Transport facilities used by requesting Telecommunications Carriers where the requested Section 251(c)(3) UNE Dedicated Transport facilities have already been constructed. SBC WISCONSIN shall perform routine network modifications to Section 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Section 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that SBC WISCONSIN regularly undertakes for its own customers. Routine network modifications include 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. 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, and SBC WISCONSIN is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Section 251(c)(3) UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC WISCONSIN is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.4 SBC WISCONSIN shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC WISCONSIN's retail customers.

13.7.5 Notwithstanding anything to the contrary herein, SBC WISCONSIN's obligations with respect to routine network modifications apply only where the Dedicated Transport transmission facilities are subject to unbundling.

13.7.6 SBC WISCONSIN shall provide routine network modifications at the rates, terms and conditions set out in this Appendix SBC WISCONSIN, and in the state specific Appendix Pricing SBC WISCONSIN or by tariff, as such tariff may be modified from time to time SBC WISCONSIN. A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

14. **DEDICATED TRANSPORT DARK FIBER**

14.1 Subject to Section 2 of this Appendix Section 251(c)(3) UNEs, SBC WISCONSIN shall provide Section 251(c)(3) UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC WISCONSIN is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark Fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

14.2 In SBC WISCONSIN, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC WISCONSIN's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement

14.3 Section 251(c)(3) UNE Dedicated Transport Dark Fiber

14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, SBC WISCONSIN will provide a Section 251(c)(3) UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Section 251(c)(3) UNE Dedicated Transport Dark Fiber is defined as SBC WISCONSIN dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC WISCONSIN's network, connecting SBC WISCONSIN switches or Wire Centers within a LATA. SBC WISCONSIN is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC WISCONSIN Wire Centers. SBC WISCONSIN will offer Section 251(c)(3) UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each SBC WISCONSIN CO where the requested Section 251(c)(3) UNE Dedicated Transport Dark Fiber(s) terminate.

14.4 A "route" is defined as a transmission path between one of SBC WISCONSIN's Wire Centers or switches and another of SBC WISCONSIN's Wire Centers or switches. A route between two points (e.g., Wire Center of switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g. Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Section 251(c)(3) UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for SBC WISCONSIN's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Section 251(c)(3) UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 SBC WISCONSIN will inventory dedicated transport dark fiber. Spare Dedicated Transport Dark Fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

- 14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
- 14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
- 14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
- 14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
- 14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares
- 14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares
- 14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares
- 14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 SBC WISCONSIN growth fibers. Fibers documented as reserved by SBC WISCONSIN for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate SBC WISCONSIN engineering organization will maintain records on each fiber optic cable for which CLECs request Section 251(c)(3) UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for ordering Section 251(c)(3) UNE Dedicated Transport Dark Fiber

- 14.7.1 The minimum number of Section 251(c)(3) UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, **SBC WISCONSIN** will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)
- 14.7.2 If CLEC wishes to request Section 251(c)(3) UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
- 14.7.2.1 If spare Section 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, **SBC WISCONSIN** will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
- 14.7.3 Section 251(c)(3) UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Section 251(c)(3) UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Section 251(c)(3) UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Section 251(c)(3) UNE Dedicated Transport Dark Fiber

- 14.8.1 Right of revocation of access to Section 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 14.11 of this Appendix. For clarification purposes, **SBC WISCONSIN**'s right of revocation of access under this Section 14.8 applies even when the affected dedicated transport dark fiber remains a Section 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.
- 14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC WISCONSIN** provided the fiber(s), **SBC WISCONSIN** may revoke CLEC's access to the Section 251(c)(3) UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to **SBC WISCONSIN** inventory.
- 14.8.3 **SBC WISCONSIN** may reclaim from the CLEC the right to use Section 251(c)(3) UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Section 251(c)(3) UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, **SBC WISCONSIN** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC WISCONSIN** must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet **SBC WISCONSIN**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Section 251(c)(3) UNE Dedicated Transport Dark Fiber

- 14.9.1 The Demarcation Point for Section 251(c)(3) UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an **SBC WISCONSIN** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's, Section 251(c)(3) UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via Collocation.

14.10 Installation and Maintenance for Section 251(c)(3) UNE Dedicated Transport Dark Fiber

14.10.1 **SBC WISCONSIN** will install demarcations and place the fiber jumpers from the fiber optic terminals to the Demarcation Point. CLEC will run its fiber jumpers from the Demarcation Point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

14.11 Dark Fiber Transport Declassification

14.11.1 **SBC WISCONSIN** shall provide CLEC with access to Section 251(c)(3) UNE Dedicated Transport Dark Fiber, except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **SBC WISCONSIN** must provide Section 251(c)(3) UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested route is a Tier 3 Wire Center. If both Wire Centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Section 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Section 251(c)(3) UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Section 251(c)(3) UNEs under this Agreement, **SBC WISCONSIN** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of **SBC WISCONSIN**.

14.11.3 Products provided by **SBC WISCONSIN** in conjunction with Section 251(c)(3) UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by **SBC WISCONSIN** under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 **SBC WISCONSIN** shall make routine network modifications to Section 251(c)(3) UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Section 251(c)(3) UNE Dedicated Transport Dark Fiber facilities have already been constructed. **SBC WISCONSIN** shall perform routine network modifications to Section 251(c)(3) UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that **SBC WISCONSIN** regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and **SBC WISCONSIN** is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Section 251(c)(3) UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **SBC WISCONSIN** is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 **SBC WISCONSIN** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC WISCONSIN**'s retail customers.

14.12.5 Notwithstanding anything to the contrary herein, **SBC WISCONSIN**'s obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 **SBC WISCONSIN** shall provide routine network modifications at the rates, terms and conditions set out in the **SBC WISCONSIN** Appendix Pricing. A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the Wisconsin State Regulatory Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

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16. 911 OR E911 DATABASE

16.1 Access to the **SBC WISCONSIN** 911 or E911 call related databases will be provided as described in the 911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC WISCONSIN**'s databases and information. **SBC WISCONSIN** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS – RESALE AND UNE

18. CROSS CONNECTS

18.1 **SBC WISCONSIN** shall provide Cross Connects under the following terms and conditions in this subsection. **SBC WISCONSIN** shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect **SBC WISCONSIN** Section 251(c)(3) UNE(s) to other Section 251(c)(3) UNE(s) or to CLEC's own facilities.

18.2 INTENTIONALLY LEFT BLANK

18.3 . Pricing for **SBC WISCONSIN** is provided as set forth in Appendix Pricing.

18.4 The applicable Section 251(c)(3) UNE Loop Cross Connects to point of access for the purpose of CLEC combining a **SBC WISCONSIN** Section 251(c)(3) UNE Loop with another **SBC WISCONSIN** Section 251(c)(3) UNE are as follows:

18.4.1 2-Wire Analog Loop to Section 251(c)(3) UNE Connection Methods point of access

18.4.2 4-Wire Analog Loop to Section 251(c)(3) UNE Connection Methods point of access

18.4.3 2-Wire Digital Loop to Section 251(c)(3) UNE Connection Methods point of access

18.6 The applicable Cross Connect for **SBC WISCONSIN** Section 251(c)(3) UNE Loop is as follows:

18.6.1 2-Wire Analog

18.6.2 4-Wire Analog

18.6.3 DS-1

18.6.4 DS-3

18.6.5 DS-3 Loop to Collocation

18.6.6 2-Wire Digital

18.9 The applicable Cross Connect for SBC WISCONSIN Section 251(c)(3) UNE Dedicated Transport is as follows:

- 18.9.1 DS-1
- 18.9.2 DS-3

19. PROVISIONING/MAINTENANCE OF SECTION 251(C)(3) UNES

19.1 Access to Section 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC WISCONSIN may elect at its own discretion. SBC WISCONSIN will provide access to Section 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, SBC WISCONSIN shall not be required to provide Section 251(c)(3) UNEs. However, CLEC may request and, to the extent required by law, SBC WISCONSIN may agree to provide Section 251(c)(3) UNEs, through the Bona Fide Request (BFR) process.

19.2 Subject to the terms herein, SBC WISCONSIN is responsible only for the installation, operation and maintenance of the Section 251(c)(3) UNEs it provides. SBC WISCONSIN is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Section 251(c)(3) UNEs.

19.3 Where Section 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such Section 251(c)(3) UNEs are for any reason disconnected they shall be made available to SBC WISCONSIN for future provisioning needs, unless such Section 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such Section 251(c)(3) UNE concurrent with the disconnection of a CLEC's End User's service.

19.4 CLEC shall make available at mutually agreeable times the Section 251(c)(3) UNEs provided pursuant to this Appendix in order to permit SBC WISCONSIN to test and make adjustments appropriate for maintaining the Section 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

19.5 CLEC's use of any SBC WISCONSIN Section 251(c)(3) UNE, or of its own equipment or facilities in conjunction with any SBC WISCONSIN Section 251(c)(3) UNE, will not materially interfere with or impair service over any facilities of SBC WISCONSIN, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC WISCONSIN may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Section 251(c)(3) UNE(s) causing the violation.

19.6 When a SBC WISCONSIN provided tariffed or resold service is replaced by CLEC's facility-based service using any SBC WISCONSIN provided Section 251(c)(3) UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Section 251(c)(3) UNEs. These requests will be processed by SBC WISCONSIN, and CLEC will be charged the applicable Section 251(c)(3) UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Section 251(c)(3) UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC WISCONSIN provided Section 251(c)(3) UNEs is converted to a different CLEC's service which also uses any SBC WISCONSIN provided Section 251(c)(3) UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC WISCONSIN and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Section 251(c)(3) UNE and cross connect ordered.

19.7 CLEC shall connect equipment and facilities that are compatible with the SBC WISCONSIN Section 251(c)(3) UNEs, and shall use Section 251(c)(3) UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 CLEC shall not combine or use Section 251(c)(3) UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to Section 251(c)(3) unbundled network elements or to Interconnect with **SBC WISCONSIN**'s network.

19.8.1 **SBC WISCONSIN** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Section 251(c)(3) UNE and **SBC WISCONSIN** dispatches personnel to the End User's premises or an **SBC WISCONSIN** Central Office and trouble was not caused by **SBC WISCONSIN**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

19.9 CLEC shall pay Time and Material charges when **SBC WISCONSIN** dispatches personnel and the trouble is in equipment or communications systems provided by an entity by other than **SBC WISCONSIN** or in detariffed CPE provided by **SBC WISCONSIN**, unless covered under a separate maintenance agreement.

19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

19.11 If CLEC issues a trouble report allowing **SBC WISCONSIN** access to End User's premises and **SBC WISCONSIN** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC WISCONSIN** personnel are dispatched. Subsequently, if **SBC WISCONSIN** personnel are allowed access to the premises, these charges will still apply.

19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC WISCONSIN** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC WISCONSIN** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC WISCONSIN** performed other than on a normally scheduled workday.

19.12.1 If CLEC requests or approves an **SBC WISCONSIN** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with Section 251(c)(3) UNEs provided by **SBC WISCONSIN**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC WISCONSIN**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC WISCONSIN**.

19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Section 251(c)(3) UNE and **SBC WISCONSIN** dispatches personnel to the End User's premises or an **SBC WISCONSIN** Central Office and trouble was not caused by **SBC WISCONSIN**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC WISCONSIN.
- 1.3 **SBC WISCONSIN** - As used herein, SBC WISCONSIN means Wisconsin Bell, Inc. d/b/a SBC WISCONSIN, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 SBC WISCONSIN publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its End Users in the appropriate SBC WISCONSIN White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 SBC WISCONSIN will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Appendix.
- 2.4 Subject to SBC WISCONSIN's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC WISCONSIN will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC WISCONSIN practices are subject to change from time to time.
- 2.5 When CLEC provides its subscriber listing information to SBC WISCONSIN listings database, CLEC will receive for its End User, one primary listing in SBC WISCONSIN White Pages directory and a listing in SBC WISCONSIN's directory assistance database.
 - 2.5.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC WISCONSIN will assess CLEC a monthly charge for such listings at SBC WISCONSIN tariff rates. An additional monthly charge at SBC WISCONSIN's tariff rate applies when CLEC wishes to list an End User in SBC WISCONSIN's Directory Assistance database but does not wish to have its End User listed in SBC WISCONSIN's White Pages directory. In addition, CLEC may elect to have its

End User unlisted and the listing not published in SBC WISCONSIN's White Pages directory for a monthly charge for those non-published, non-listed services.

- 2.6 CLEC shall furnish to SBC WISCONSIN, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC WISCONSIN may require preparing and printing the alphabetical listings of said directory.
- 2.7 CLEC may provide SBC WISCONSIN, CLEC's subscriber listing information for inclusion in the White Page directory in either a mechanical or manual feed of the listing information to SBC WISCONSIN'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 Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC WISCONSIN's subscriber listing information. CLEC shall furnish to SBC WISCONSIN, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC WISCONSIN may require preparing and printing the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering 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 Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
 - 2.7.1 SBC WISCONSIN shall not be required to deliver a directory to a CLEC End User until new White Pages directories are published for that End User's location.
 - 2.7.2 SBC WISCONSIN shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
 - 2.7.3 SBC WISCONSIN shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for SBC WISCONSIN and other LECs. SBC WISCONSIN's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the Parties and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to SBC WISCONSIN.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC WISCONSIN agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC WISCONSIN's subscriber listing information. In exchange for SBC WISCONSIN serving as the single point of

contact and handling all subscriber listing information equally, CLEC authorizes **SBC WISCONSIN** to include and use the CLEC subscriber listing information provided to **SBC WISCONSIN** pursuant to this Appendix in **SBC WISCONSIN**'s White Pages directory, **SBC WISCONSIN**'s directory assistance 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 **SBC WISCONSIN**'s use of CLEC's subscriber listing information in **SBC WISCONSIN**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 **SBC WISCONSIN** 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 subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC WISCONSIN**'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 intermingled with **SBC WISCONSIN**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **SBC WISCONSIN**.

4. PRICING

4.1 **SBC WISCONSIN** - The rates, if any, for **SBC WISCONSIN** White Page directories will be in accordance with a separate directory services agreement with **SBC WISCONSIN**'s directory publishing affiliate. **SBC WISCONSIN**

5. ASSIGNMENT (Unauthorized Use)

5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. LIABILITY

6.1 CLEC hereby releases **SBC WISCONSIN** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC WISCONSIN** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages except where **SBC WISCONSIN** acted with recklessness or willful misconduct.

6.2 CLEC shall indemnify, protect, save harmless and defend **SBC WISCONSIN** (and/or **SBC WISCONSIN**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber

listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC WISCONSIN, and/or against SBC WISCONSIN alone . However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SBC WISCONSIN may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC WISCONSIN for reasonable attorney's fees and other expenses incurred by SBC WISCONSIN in handling and defending such demand, claim and/or suit.

- 6.3 CLEC further agrees to pay all costs incurred by SBC WISCONSIN and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 6.4 This Appendix 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. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC WISCONSIN's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

XDSL AND LINE SPLITTING APPENDIX

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XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: **SBC WISCONSIN** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)-(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time. These rules are incorporated into and made part of this Agreement.

1. **General**

- 1.1 **Deployment of xDSL Technologies:** **SBC WISCONSIN** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 1.2 **SBC WISCONSIN** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC WISCONSIN** is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** **SBC WISCONSIN** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC WISCONSIN**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC WISCONSIN**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 Business Days or the interval provided to **SBC WISCONSIN**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC WISCONSIN** is providing to any other CLEC, **SBC WISCONSIN**'s retail operations and/or its advanced services affiliate. **SBC WISCONSIN**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC WISCONSIN**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** **SBC WISCONSIN**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC WISCONSIN**'s retail operations and/or advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements are necessary:

- 3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) Business Days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).
- 3.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) Business Days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. **Loop Conditioning**

- 4.1 **SBC WISCONSIN** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC WISCONSIN** perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap ("RABT"):

- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its local service request for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to SBC WISCONSIN interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by SBC WISCONSIN that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any SBC WISCONSIN non-conditioning related reasons for any no synchronization situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but SBC WISCONSIN does not guarantee the synchronization of any loop. In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC WISCONSIN LOC. SBC WISCONSIN LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where SBC WISCONSIN removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) Business Day interval or in parity with the repair intervals SBC WISCONSIN provides to its retail operations and/or advanced services affiliate. When SBC WISCONSIN determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC WISCONSIN, SBC WISCONSIN has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by SBC WISCONSIN to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by SBC WISCONSIN to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 Maintenance, Repair and Testing: SBC WISCONSIN shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

- 4.3.1 **Maintenance Scope:** SBC WISCONSIN's maintenance shall be as follows: (i) for loops 12,000 feet or less: SBC WISCONSIN maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that SBC WISCONSIN not perform any conditioning, SBC WISCONSIN maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that SBC WISCONSIN perform some or all of the available

conditioning, **SBC WISCONSIN** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC WISCONSIN** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC WISCONSIN** provides its retail operations and/or advanced services affiliate.

4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **SBC WISCONSIN** and the problem is determined by **SBC WISCONSIN** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC WISCONSIN**, following **SBC WISCONSIN** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC WISCONSIN** to advise that the trouble has been resolved.

4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC WISCONSIN** to resolve a trouble, **SBC WISCONSIN**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC WISCONSIN** determines that an LST can be performed, the **SBC WISCONSIN** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC WISCONSIN** network-related problem, then CLEC will not be charged the LST rate or for **SBC WISCONSIN**'s resolution of the trouble. If, however, the trouble is found not to be an **SBC WISCONSIN** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC WISCONSIN** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC WISCONSIN** if and when a change in PSD mask is made. **SBC WISCONSIN** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC WISCONSIN** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC WISCONSIN** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC WISCONSIN**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC WISCONSIN** configuration cabling and wiring in **SBC WISCONSIN** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC WISCONSIN**'s OSS.

7. Pricing/Rates

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that SBC WISCONSIN agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC WISCONSIN technician time involved in performing such work, pursuant to Section 13.2.6 of the FCC No. 2 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC WISCONSIN are performed outside of standard business hours.

8. **Definitions Applicable to this Appendix**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC WISCONSIN state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"SBC WISCONSIN"** as used herein means the applicable SBC-owned ILEC doing business in Wisconsin.
- 8.6 **Splitter**" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC WISCONSIN** will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between **SBC WISCONSIN** and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 "**Centralized Message Distribution System**" (CMDS) – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 "**Direct Participants**" (DP) -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV
 - 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a SBC Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.2.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company

- 2.3 **“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.
- 2.4 **“Local Exchange Carriers” (LECs) or “Exchange Carriers” (ECs)** - facilities-based providers of local Telecommunication services.
- 2.5 **“Non-Intercompany Settlement” (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to SBC WISCONSIN and message which originate from SBC WISCONSIN and bill to CLEC. NICS messages must originate and bill within the same SBC WISCONSIN Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC WISCONSIN and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC WISCONSIN within the same SBC WISCONSIN State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC WISCONSIN and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC WISCONSIN. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to SBC WISCONSIN for all qualifying messages billed by SBC WISCONSIN.
- 5.2 SBC WISCONSIN agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC WISCONSIN or CLEC based on netting the amount due SBC WISCONSIN and the amount due CLEC from the Telcordia Technologies NICS report. 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 from either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

APPENDIX-PRICING (WISCONSIN)

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APPENDIX PRICING (WISCONSIN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Intercarrier Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Section 251(c)(3) UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Section 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

 - 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 Intentionally Left Blank

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC WISCONSIN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
 - 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other Telecommunications Carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC WISCONSIN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:

The PSCW implemented UNE Loop Zones, effective January 17, 2003, in Docket 05-TI-349 (the "UNE Loop Zone Order"); Each loop will be rated to the appropriate zone as specified in the UNE Loop Zone Order.
- 1.9 **SBC WISCONSIN**'s obligation to provide Interconnection, Section 251(c)(3) Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC WISCONSIN** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Section 251(c)(3) UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
 - 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC WISCONSIN**'s current generic contract rate for the Product or Service set forth in **SBC WISCONSIN**'s applicable state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the Product or Service as provided in Section 1.9.1, above, and **SBC WISCONSIN** may, without further obligation, reject future orders and further provisioning of the

Product or Service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

- 1.9.3 **SBC WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
 - 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC WISCONSIN** for that Product or Service and incorporated into **SBC WISCONSIN**'s current state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 **SBC WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Section 251(c)(3) Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Section 251(c)(3) UNEs provided under the BFR process, as set forth in the Section 251(c)(3) UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC WISCONSIN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Section 251(c)(3) UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for Section 251(c)(3) UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line					
WISCONSIN		SBC Recurring		SBC Non Recurring	
		USOC	Monthly	Initial	Additional
1	NETWORK ELEMENTS				
2	Loops				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		\$ 1.77		
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.82	See NRC Prices Below	
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below	
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below	
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 880.30	See NRC Prices Below	
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 853.21	See NRC Prices Below	
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 742.82	See NRC Prices Below	
32					
33	DSL Capable Loops				
34	2-Wire xDSL Loop				
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
36	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
37	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
38					
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
40	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
41	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
42					
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
44	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
45	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
46					
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
48	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
49	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
50					
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
52	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
53	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
54					
55	PSD #6 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
56	PSD #6 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
57	PSD #6 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
58					
59	4-Wire xDSL Loop				
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
	IDSL Capable Loop				
62	IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
63	IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
64	IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line					
WISCONSIN		SBC Recurring		SBC Non Recurring	
		USOC	Monthly	Initial	Additional
62	Loop Qualification Process				
63	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
64	Loop Qualification Process - Manual	NRBXU	N/A	\$26.12	N/A
65	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
66					
67	DSL Conditioning Options - >12KFT and < 17.5KFT				
68	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
69	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
70	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
71	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
72	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
73	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
74	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
75	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
76	Removal of non-excessive bridged tap DSL loops >12Kft. And <17 Kft.	NRMRJ	N/A	\$0.00	
77	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$0.00	
78	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	\$0.00	
79	Removal of All Bridged Tap DSL Loops >17.5Kft - per element incremental	NRMRM	N/A	\$ -	
80					
81	Loop Non-Recurring Charges				
82	Bus Service Order - Establish	SEPUP		\$ 0.07	
83	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
84	Bus Service Order - Add/Change	REAH9		\$ 0.07	
85	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
86	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
87	Bus Line Connection Add/Change	REAH5		\$ 30.64	
88	Bus Record Work Only	NR9UP		\$ 0.04	
89	Res Service Order - Establish	SEPUP		\$ 0.07	
90	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
91	Res Service Order - Add/Change	REAH9		\$ 0.07	
92	Res Line Connection	SEPUC		\$ 30.64	
93	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
94	Res Line Connection Add/Change	REAH5		\$ 30.64	
95	Res Record Work Only	NR9UP		\$ 0.04	
96	DS1 Loop Non-Recurring Charges				
97	Administrative Charge - per order	NR9OR		\$ 138.62	
98	Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
99	Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
100	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
101	Customer Connection Charge per Termination	NR9OW		\$ 179.90	
102					
103	DS3 Loop Non-Recurring Charges				
104	Administrative Charge - per order	NR9OY	N/A	\$ 183.10	N/A
105	Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
106	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 575.14	N/A
107	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
108	Customer Connection Charge per Termination	NR9O3	N/A	\$ 204.37	N/A
109					
110	SUB-LOOPS				
111	ECS to SAI sub-loop				
112	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
113	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
114	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
115	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
116	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
117	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
118	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
119	2 Wire DSL Compatible- area B	PENDING	\$ 1.20	See NRC prices below	
120	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
121	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
122	4 Wire DSL Compatible- area B	PENDING	\$ 2.37	See NRC prices below	
123	4 Wire DSL Compatible- area C	PENDING	\$ 2.29	See NRC prices below	
124	ECS to Terminal sub-loop				
125	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
126	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
127	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
128	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
129	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	

TBD -To be determined

NRO -Nonrecurring only

ICB-Individual Case Basis

NA-Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
130		4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
131		2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
132		2 Wire DSL Compatible- area B	PENDING	\$ 6.05	See NRC prices below	
133		2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
134		4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
135		4 Wire DSL Compatible- area B	PENDING	\$ 12.05	See NRC prices below	
136		4 Wire DSL Compatible- area C	PENDING	\$ 19.54	See NRC prices below	
137	ECS to NID sub-loop					
138		2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
139		2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
140		2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
141		4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	
142		4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below	
143		4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below	
144		2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below	
145		2 Wire DSL Compatible- area B	PENDING	\$ 6.81	See NRC prices below	
146		2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below	
147		4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below	
148		4 Wire DSL Compatible- area B	PENDING	\$ 13.56	See NRC prices below	
149		4 Wire DSL Compatible- area C	PENDING	\$ 21.22	See NRC prices below	
150	SAI to Terminal sub-loop					
151		2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below	
152		2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below	
153		2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below	
154		4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below	
155		4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below	
156		4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below	
157		2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below	
158		2 Wire DSL Compatible- area B	PENDING	\$ 5.83	See NRC prices below	
159		2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below	
160		4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below	
161		4 Wire DSL Compatible- area B	PENDING	\$ 11.66	See NRC prices below	
162		4 Wire DSL Compatible- area C	PENDING	\$ 19.29	See NRC prices below	
163	SAI to NID sub-loop					
164		2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below	
165		2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below	
166		2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below	
167		4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below	
168		4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below	
169		4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below	
170		2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below	
171		2 Wire DSL Compatible- area B	PENDING	\$ 6.61	See NRC prices below	
172		2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below	
173		4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below	
174		4 Wire DSL Compatible- area B	PENDING	\$ 13.16	See NRC prices below	
175		4 Wire DSL Compatible- area C	PENDING	\$ 20.97	See NRC prices below	
176	Terminal to NID sub-loop					
177		2 Wire Analog - area A	PENDING	\$ 1.14	See NRC prices below	
178		2 Wire Analog - area B	PENDING	\$ 1.15	See NRC prices below	
179		2 Wire Analog - area C	PENDING	\$ 1.23	See NRC prices below	
180		4 Wire Analog - area A	PENDING	\$ 2.25	See NRC prices below	
181		4 Wire Analog - area B	PENDING	\$ 2.30	See NRC prices below	
182		4 Wire Analog - area C	PENDING	\$ 2.47	See NRC prices below	
183		2 Wire DSL Compatible - area A	PENDING	\$ 1.14	See NRC prices below	
184		2 Wire DSL Compatible- area B	PENDING	\$ 1.15	See NRC prices below	
185		2 Wire DSL Compatible - area C	PENDING	\$ 1.23	See NRC prices below	
186		4 Wire DSL Compatible - area A	PENDING	\$ 2.25	See NRC prices below	
187		4 Wire DSL Compatible- area B	PENDING	\$ 2.30	See NRC prices below	
188		4 Wire DSL Compatible- area C	PENDING	\$ 2.47	See NRC prices below	
189	NID sub-loop element					
190		2 Wire Analog - area A	PENDING	TBD	See NRC prices below	
191		2 Wire Analog - area B	PENDING	TBD	See NRC prices below	
192		2 Wire Analog - area C	PENDING	TBD	See NRC prices below	
193		4 Wire Analog - area A	PENDING	TBD	See NRC prices below	
194		4 Wire Analog - area B	PENDING	TBD	See NRC prices below	
195		4 Wire Analog - area C	PENDING	TBD	See NRC prices below	
196		2 Wire DSL - area A	PENDING	TBD	See NRC prices below	
197		2 Wire DSL - area B	PENDING	TBD	See NRC prices below	
198		2 Wire DSL - area C	PENDING	TBD	See NRC prices below	

TBD -To be determined

NRC -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
199		4 Wire DSL - area A	PENDING	TBD	See NRC prices below	
200		4 Wire DSL - area B	PENDING	TBD	See NRC prices below	
201		4 Wire DSL - area C	PENDING	TBD	See NRC prices below	
202		2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below	
203		2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below	
204		2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below	
205		4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
206		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
207		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
208		DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below	
209		DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below	
210		DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below	
211	Sub-Loop Non-Recurring Charges					
212		2-Wire Analog Sub-Loop	PENDING		\$ 137.70	
213		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99	
214		4-Wire Analog Sub-Loop	PENDING		\$ 138.64	
215		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99	
216		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38	
217		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
218		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36	
219		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24	
220		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96	
221		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
222		4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37	
223		4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59	
224						
225	Service Order Charge					
226		Establish, per occasion	PENDING		\$ 0.07	
227		Establish, per occasion - Disconnect	PENDING		\$ 0.04	
228		Add or change, per occasion	PENDING		\$ 0.07	
229		Record Work Only	PENDING		\$ 0.04	
230	Line Connection Charge					
231		per occasion	PENDING		\$ 30.64	
232		per occasion - Disconnect	PENDING		\$ 3.86	
233						
234	LST					
235		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08	
236		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25	
237						
238	LNP					
239		Local Number Portability	NSR		\$0.00	
240						
241	Cross Connects					
242	2-Wire		CXCT2	\$ 0.19	NA	NA
243	4-Wire		CXCT4	\$ 0.38	NA	NA
244	DS1/LT1		CXCDX	\$ 0.52	NA	NA
245	DS3/LT3		CXC8X	\$ 0.96	NA	NA
246	DS3 C.O. Cross-Connect to Collocation		CXC BX	\$ 25.89		
247	Dedicated Transport					
248	Interoffice Transport:					
249	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49		
250		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19		
251	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33		
252		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29		
253		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33		
254		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29		
255						
256	Multiplexing					
257	DS1 to Voice Grade		QMVX1-X3	\$ 342.91		
258	DS3 to DS1		QM3X1-X3	\$ 473.51		
259						
260	Dedicated Transport Cross Connects					
261	DS1		CXCDX	\$ 0.52		
262	DS3		CXCEX	\$ 0.96		
263						

TBD -To be determined
 NRO -Nonrecurring only
 ICB -Individual Case Basis
 NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
264	Dark Fiber Loop					
265	Dark Fiber Interoffice					
266		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41		
267		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315		
268		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69		
269	Inquiry (Per Request)					
270		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17	
271	FIRM ORDER (Per Fiber Strand)					
272		Administrative per Order				
273		Connect	NRB51		\$ 10.97	
274		Disconnect	N49H2		\$ 12.73	
275		Dark Fiber Interoffice Transport - NRC				
276		Connect	NRB54		\$ 411.80	
277		Disconnect	NR9H5		\$ 106.10	
278						
279	Dedicated Transport Optional Features & Functions					
280	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$ 271.14	
281		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconn	PENDING		\$ 63.91	
282						
283	Dedicated Transport Installation & Rearrangement Charges					
284	DS1	Administration Charge - Per Order	ORCMX	NA	\$ 346.87	NA
285		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 543.56	NA
286		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 516.53	NA
287	DS3	Administration Charge - Per Order	ORCMX	NA	\$ 266.67	NA
288		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 578.43	NA
289		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$ 578.43	NA
290		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 345.33	NA
291		Carrier Connection Charge - Per Order	NRBDT	NA	\$ 345.33	NA
292						
293	Routine Modifications					
294		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA
295						
296	Maintentance of Service Charge		VRP	NA	\$ 71.00	NA
297						
298						
299	OTHER					
300						
301		Directory Assistance				
302						
303		Facility-based DA				
304		Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.35	NA	NA
305		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
306						
307		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
308		- per call	OPEN	\$ 0.025		
309						
310		Branding - Facility Based - Initial/Subsequent Load				
311		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
312						
313		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
314		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
315						
316		DA Listings				
317		DA Listing License				
318		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
319		- per listing for initial load	OPEN	NA	\$ 0.040	NA
320		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
321		Option #2 Full File (all states inclusive) Billable Release				
322		- per listing for initial load	OPEN	NA	\$ 0.020	NA
323		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
324		- per usage/query	OPEN	NA	\$ 0.020	NA
325		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
326		- per listing for initial load	OPEN	NA	\$ 0.050	NA
327		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
328		Option #4 Pick & Choose (by state) Billable Release				
329		- per listing for initial load	OPEN	NA	\$ 0.020	NA
330		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
331		- per usage/query	OPEN	NA	\$ 0.020	NA
332						
333	Operator Services					
334						
335		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
336		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
337						
338		Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
339		- per call	OPEN	\$ 0.025		
340						
341		Branding - Facility Based - Initial/Subsequent Load				
342		- per trunk group	OPEN	NA	\$ 800.00	NA
343						
344		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
345		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
346						
347	Ancillary Message Billing Compensation (Per Message)		OPEN	\$ 0.03	NA	NA
348						
349	Structure Access - Poles & Ducts			Annually		
350		Per Pole attachment*	OPEN	\$ 3.03		
351		Per Foot of innerduct	OPEN	\$ 0.31		
352		Application fee	OPEN		\$ 200.00	
353						
354	Emergency Number Service Access					
355		911 Selective Router Interconnection				
356		- Digital DS1 Interface		333.02	\$ 1,231.58	
357		-Each DSO installed	OPEN	NA	\$ 642.28	
358		-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
359		ANI/ALI/SR and Database Management				
360		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
361		-Acess Routing File (CD-ROM)	OPEN	\$ 23.39		
362		911 Selective Router Switch Administration				
363		-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
364						
365	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
366	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
367						
368	INTERCARRIER COMPENSATION					
369	End Office Local Termination					
370		Set up charge, per call	USAGE	\$ 0.005485		
371		Duration charge, per MOU	USAGE	\$ 0.001662		
372						
373	Tandem Switching					
374		Set up charge, per call	USAGE	\$ 0.000904		
375		Duration charge, per MOU	USAGE	\$ 0.000483		
376						
377	Tandem Transport Termination					
378		Set up charge, per call	USAGE	\$ 0.000122		
379		Duration charge, per MOU	USAGE	\$ 0.000064		
380						
381	Tandem Transport Facility Mileage, per MOU per mile					
382		Set up charge, per mile	USAGE	\$ 0.000008		
383		Duration charge, per MOU per mile	USAGE	\$ 0.000003		
384						
384	Daily Usage Feed(DUF),per message		USAGE	\$ 0.000531		
385	Rate for Presumed ISP-Bound Traffic as per FCC 01-131		USAGE	\$ 0.0007		
386						
387						
388						
389	RESALE			RECURRING	NON-RECURRING	
390	BUSINESS					
391	LOCAL EXCHANGE SERVICE					
392	Business 1 Party		RESALE	17.50%	27.50%	
393	Business - Measured		RESALE	17.50%	27.50%	
394	Customer Operated Pay Telephone (COPT)		RESALE	17.50%	27.50%	
395						
396	EXPANDED LOCAL CALLING		RESALE			
397	Extended Area Service		RESALE	20.00%	20.00%	

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line	WISCONSIN		SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
398						
399	VERTICAL SERVICES					
400	Anonymous Call Rejection		RESALE	25.00%	25.00%	
401	Repeat Dialing (Auto Redial)		RESALE	25.00%	25.00%	
402	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%	25.00%	
403	Call Blocker		RESALE	25.00%	25.00%	
404	Call Forwarding		RESALE	25.00%	25.00%	
405	Call Forwarding - Busy Line		RESALE	25.00%	25.00%	
406	Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%	25.00%	
407	Call Forwarding - Don't Answer		RESALE	25.00%	25.00%	
408	Automatic CallBack (Call Return)		RESALE	25.00%	25.00%	
409	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%	25.00%	
410	Call Trace		RESALE	25.00%	25.00%	
411	Call Waiting		RESALE	25.00%	25.00%	
412	Caller ID WithName (Calling Name)		RESALE	25.00%	25.00%	
413	Caller ID (Calling Number)		RESALE	25.00%	25.00%	
414	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE	25.00%	25.00%	
415	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	25.00%	25.00%	
416	Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
417	Selective Call Forwarding		RESALE	0.00%	0.00%	
418	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	25.00%	25.00%	
419	Remote Call Forwarding-Per Feature		RESALE	25.00%	25.00%	
420	RCF, Interstate, Interexchange		RESALE	25.00%	25.00%	
421	RCF, Intrastate		RESALE	25.00%	25.00%	
422	RCF, Interstate, International		RESALE	25.00%	25.00%	
423	RCF, Intrastate, Interexchange		RESALE	25.00%	25.00%	
424	RCF to 800		RESALE	25.00%	25.00%	
425	RCF Additional		RESALE	25.00%	25.00%	
426	Speed Calling 8		RESALE	25.00%	25.00%	
427	Speed Calling 30		RESALE	25.00%	25.00%	
428	Three Way Calling		RESALE	25.00%	25.00%	
429	Call Screening		RESALE	25.00%	25.00%	
430	Busy Line Transfer		RESALE	25.00%	25.00%	
431	Alternate Answer		RESALE	25.00%	25.00%	
432	Message Waiting - Tone		RESALE	25.00%	25.00%	
433	Easy Call		RESALE	25.00%	25.00%	
434	Prime Number Service		RESALE	25.00%	25.00%	
435	SBC Wisconsin Privacy Manager		RESALE	25.00%	25.00%	
436	Name and Number Delivery Service		RESALE	25.00%	25.00%	
437						
438	DID					
439	DID		RESALE	15.00%	15.00%	
440						
441	TRUNKS					
442	Trunk		RESALE	17.50%	17.50%	
443						
444	AIN					
445	Area Wide Networking		RESALE	25.00%	25.00%	
446	SBC Wisconsin Switch Alternate Routing (ANSAR)		RESALE	25.00%	25.00%	
447	SBC Wisconsin Customer Location Alternate Routing (ACLAR)		RESALE	25.00%	25.00%	
448						
449	OTHER					
450	Grandfathered Services		RESALE	0.00%	0.00%	
451	Promotions (Greater than 90 days)		RESALE	25.00%	25.00%	
452	TouchTone (Business)		RESALE	25.00%	25.00%	
453	TouchTone (Trunk)		RESALE	25.00%	25.00%	
454	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
455	976 (976 Information Delivery Service)		RESALE	0%	0%	
456	Access Services (See Access Tariff)		RESALE	0%	0%	
457	Additional Directory Listings		RESALE	15.00%	15.00%	
458	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
459	Connection Services		RESALE	25.00%	25.00%	
460	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
461	Shared Tenant Service		RESALE	0%	0%	
462						

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line					
WISCONSIN			SBC Recurring		SBC Non Recurring
			USOC	Monthly	Initial Additional
463	Data Services				
464	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		RESALE	8.00%	8.00%
465	PBX Trunks		RESALE	8.00%	8.00%
466	Mulit-Service Optical Network (MON)		RESALE	8.00%	8.00%
467	OCn-PTP		RESALE	8.00%	8.00%
468	ADTS-E		RESALE	8.00%	8.00%
469	DS0		RESALE	8.00%	8.00%
470	DS1		RESALE	8.00%	8.00%
471	DS3		RESALE	8.00%	8.00%
472					
473	ISDN				
474	ISDN		RESALE	9.70%	9.70%
475					
476	DIRECTORY ASSISTANCE SERVICES				
477	Directory Assistance Services		RESALE	15.00%	15.00%
478	Local Operator Assistance Service		RESALE	15.00%	15.00%
479	Reverse Directory Assistance (RDA)		RESALE	\$1.25	NA
480					
481	TOLL				
482	TOLL		RESALE	25.00%	25.00%
483					
484	OPTIONAL TOLL CALLING PLANS				
485	Optional Toll Calling Plans		RESALE	25.00%	25.00%
486					
487	CENTREX (PLEXAR)				
488	SBC Wisconsin Centrex Service ACS		RESALE	25.00%	25.00%
489	SBC Wisconsin Centrex Network Manager		RESALE	0.00%	0.00%
490					
491	PRIVATE LINE				
492	Analog Private Lines		RESALE	8.00%	8.00%
493	Private Line Channel Services		RESALE	8.00%	8.00%
494					
495	RESIDENCE				RESALE DISCOUNTS
496	LOCAL EXCHANGE SERVICE			RECURRING	NON-RECURRING
497	Life Line		RESALE	0.00%	0.00%
498	Residence 1 Party		RESALE	14.50%	25.00%
499	Residence Measured		RESALE	14.50%	25.00%
500					
501	EXPANDED LOCAL CALLING				
502	Extended Area Service		RESALE	17.50%	17.50%
503					
504	VERTICAL SERVICES				
505	Anonymous Call Rejection		RESALE	23.00%	23.00%
506	Repeat Dialing (Auto Redial)		RESALE	23.00%	23.00%
507	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%	23.00%
508	Call Blocker		RESALE	23.00%	23.00%
509	Call Forwarding		RESALE	23.00%	23.00%
510	Call Forwarding - Busy Line		RESALE	23.00%	23.00%
511	Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%	23.00%
512	Call Forwarding - Don't Answer		RESALE	23.00%	23.00%
513	Automatic Call-Back (Call Return)		RESALE	23.00%	23.00%
514	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%	23.00%
515	Call Trace		RESALE	23.00%	23.00%
516	Call Waiting		RESALE	23.00%	23.00%
517	Caller ID with Name (Calling Name)		RESALE	23.00%	23.00%
518	Caller ID (Calling Number)		RESALE	23.00%	23.00%
519	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%	23.00%
520	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent		RESALE	23.00%	23.00%
521	Remote Access to Call Forwarding (GF)		RESALE	0.00%	0.00%
522	RCF, Interstate, Interexchange		RESALE	23.00%	23.00%
523	RCF, Instrastate		RESALE	23.00%	23.00%
524	RCF, Interstate, International		RESALE	23.00%	23.00%
525	RCF, Instrastate, Interexchange		RESALE	23.00%	23.00%
526	RCF to 800		RESALE	23.00%	23.00%
527	RCF Additional		RESALE	23.00%	23.00%
528	Selective Call Forwarding		RESALE	23.00%	23.00%
529	Speed Calling 8		RESALE	23.00%	23.00%
530	Three Way Calling		RESALE	23.00%	23.00%
531	Call Screening		RESALE	23.00%	23.00%

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
532	Busy Line Transfer		RESALE	23.00%	23.00%	
533	Alternate Answer		RESALE	23.00%	23.00%	
534	Message Waiting - Tone		RESALE	23.00%	23.00%	
535	Easy Call		RESALE	23.00%	23.00%	
536	SBC Wisconsin Privacy Manager		RESALE	23.00%	23.00%	
537	Name and Number Delivery Service		RESALE	23.00%	23.00%	
538						
539	ISDN					
540	ISDN		RESALE	9.70%	9.70%	
541						
542	DIRECTORY ASSISTANCE SERVICES					
543	Directory Assistance Services		RESALE	15.00%	15.00%	
544	Local Operator Assistance Service		RESALE	15.00%	15.00%	
545	Reverse Directory Assistance (RDA)		RESALE	\$1.25	NA	
546						
547	OTHER					
548	Grandfathered Services		RESALE	0.00%	0.00%	
549	Promotions (Greater than 90 Days)		RESALE	23.00%	23.00%	
550	TouchTone		RESALE	23.00%	23.00%	
551	Home Services Packages		RESALE	23.00%	23.00%	
552	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
553	976 (976 Information Delivery Service)		RESALE	0%	0%	
554	Access Services (See Access Tariff)		RESALE	0%	0%	
555	Additional Directory Listings		RESALE	15.00%	15.00%	
556	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
557	Connection Services		RESALE	25.00%	25.00%	
558	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
559	Shared Tenant Service		RESALE	0%	0%	
560	Restoral of Service Charge				Tariff 20 Part 22 Section 2	
561						
562	TOLL					
563	Toll		RESALE	21.50%	21.50%	
564						
565	Electronic Billing Information Data (daily usage)		RESALE	\$ 0.000531		
566	per message		USAGE			
567						
568	Line Connection Charge					
569	Residence		RESALE		Tariff 20 Part 22 Section 2	
570	Business		RESALE		Tariff 20 Part 22 Section 2	
571						
572	Service Order/Service Request Charge					
573	Residence		RESALE		Tariff 20 Part 22 Section 2	
574	Business		RESALE		Tariff 20 Part 22 Section 2	
575						
576	Non-Electronic (Manual) Service Order Charge					
577	Residence		RESALE		Tariff 20 Part 22 Section 2	
578	Business		RESALE		Tariff 20 Part 22 Section 2	
579						
580	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 \$0.16IDLC conversion charge will be added to the new unbundled loop rates.					
581	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.					

SBC WISCONSIN

PERFORMANCE REMEDY PLAN

DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to 24-7 Telcom, Inc. (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
- 1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$\sigma_{DIFF} = \text{SQRT} [\sigma_{ILEC}^2 (1 / n_{CLEC} + 1 / n_{ILEC})]$

σ_{ILEC}^2 = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{PILEC-PCLEC} = \text{SQRT} \{ [p(1 - p)] / n_{ILEC} + [p(1 - p)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{PILEC-PCLEC}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = \text{num}_{ILEC} / \text{denom}_{ILEC}$

$R_{CLEC} = \text{num}_{CLEC} / \text{denom}_{CLEC}$

$\sigma_{DIFF} = \text{SQRT} \{ [(\text{num}_{CLEC} + \text{num}_{ILEC}) / (\text{denom}_{CLEC} + \text{denom}_{ILEC})] * (1 / \text{denom}_{CLEC} + 1 / \text{denom}_{ILEC}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and SBC WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC WISCONSIN applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

4.5 SBC WISCONSIN and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 SBC WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 SBC WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by SBC WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and SBC WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by SBC WISCONSIN of the self-identification form posted

on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC WISCONSIN** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC WISCONSIN** have signed.

5.5 **SBC WISCONSIN** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC WISCONSIN** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.

5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1 **SBC WISCONSIN** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC WISCONSIN** and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. **SBC WISCONSIN** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 **SBC WISCONSIN**'s agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC WISCONSIN** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC WISCONSIN**'s payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that **SBC WISCONSIN** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC WISCONSIN**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that **SBC WISCONSIN**'s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SBC WISCONSIN** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC WISCONSIN** seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC WISCONSIN** has met or continues to meet the requirements of section 271 of the Act.

6.3 **SBC WISCONSIN** shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4 Every six months, CLEC may participate with **SBC WISCONSIN**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure,

either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5 CLEC and **SBC WISCONSIN** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SBC WISCONSIN** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC WISCONSIN**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC WISCONSIN** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC WISCONSIN** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6 **SBC WISCONSIN** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC WISCONSIN** and approved by the Commission will conduct these audits at **SBC WISCONSIN**'s expense.

7.0 Exclusions Limited

7.1 **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC WISCONSIN** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC WISCONSIN** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC WISCONSIN**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC WISCONSIN**'s compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2 In addition to the provisions set forth herein, **SBC WISCONSIN** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3 In any event where SBC WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC WISCONSIN prevails. If SBC WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

7.4 SBC WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC WISCONSIN under all SBC WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC WISCONSIN has paid less than that amount due to the monthly threshold, SBC WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5 Whenever SBC WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. SBC WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent

authorized by Wis. Stat. section 196.199 to request that **SBC WISCONSIN** should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why **SBC WISCONSIN** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 **SBC WISCONSIN**'s Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC WISCONSIN** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC WISCONSIN** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC WISCONSIN** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC WISCONSIN** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC WISCONSIN** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC WISCONSIN** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC WISCONSIN** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

- RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison
- RSM_{total} = Total count of Remedied Sub-Measure results

8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require SBC WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, SBC WISCONSIN will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC WISCONSIN provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 SBC WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, SBC WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where

restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that **SBC WISCONSIN** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC WISCONSIN** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More

Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures

Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures

Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance				
	Three Months	Four Months	Five Months	Six Months or More	
Per Occurrence and Per Measure/Cap					
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount	
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount	
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount	

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the

"Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when SBC WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and **SBC WISCONSIN**.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC WISCONSIN reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the

one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, **SBC WISCONSIN** will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent **SBC WISCONSIN** Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for **SBC WISCONSIN** Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if **SBC WISCONSIN** fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where **SBC WISCONSIN** has failed to provide parity or benchmark performance for 3 consecutive months. If **SBC WISCONSIN** fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then **SBC WISCONSIN** shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: **SBC WISCONSIN** Performance Measurement User Guide (a document available from CLEC Account Managers or found on the **SBC WISCONSIN** Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

ATTACHMENT A

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, **SBC WISCONSIN** will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and **SBC WISCONSIN** will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	$\geq 97\%$	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA-Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	$\geq 98\%$	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	$\leq 2\%$	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	$\leq 4\%$	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	$\leq 4\%$	> 20%
PM #38	Percent Missed Repair Commitments	Each	$\leq 5\%$	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	$\geq 96\%$	< 85%
PM #41	Percent Repeat Trouble Reports	Each	$\leq 4\%$	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	$\geq 98\%$	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	$\leq 4\%$	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	$\leq 2\%$	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	$\leq 4\%$	> 20%
PM #66	Percent Missed Repair Commitments	Each	$\leq 5\%$	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	$\geq 96\%$	< 85%
PM #69	Percent Repeat Trouble Reports	Each	$\leq 4\%$	> 20%

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
24-7 TELCOM, INC.**

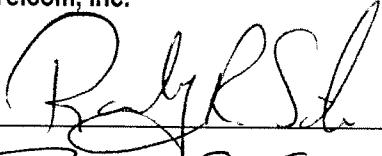
The Interconnection Agreement dated November 2, 2005 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")¹ and 24-7 Telcom, Inc. ("24-7 Telcom") ("Agreement") effective in the State of Wisconsin is hereby amended as follows:

1. Section 5. Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of approximately one (1) year and eleven (11) months from January 13, 2008 until December 6, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from 24-7 Telcom, by AT&T Wisconsin pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Wisconsin shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

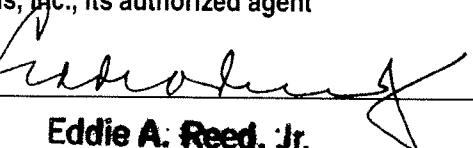
¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 2nd day of January, 2007, by AT&T Wisconsin, signing by and through its duly authorized representative, and 24-7 Telcom signing by and through its duly authorized representative.

24-7 Telcom, Inc.

By: Name: Randy R. Siler
(Print or Type)Title: Executive Vice President
(Print or Type)Date: 12/18/2007

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

By: Name: Eddie A. Reed, Jr.
(Print or Type)Title: Director - Interconnection AgreementsDate: 1.2.08FACILITIES-BASED OCN # 4855UNE OCN # RESALE OCN # 4855ACNA WSW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
24-7 TELCOM, INC.**

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin ("AT&T Wisconsin") and 24-7 Telcom, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Wisconsin.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 11/30/2005 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

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

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

24-7 Telcom, Inc.

By: Randy R. Siler

Printed: Randy R. Siler

Title: Executive Vice-President
(Print or Type)

Date: July 3, 2008

UNE OCN#
RESALE OCN#
FACILITIES-BASED OCN# 4855
ACNA WSW

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

By: Eddie A. Reed

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements
(Print or Type)

Date: 7-14-08

APPENDIX

PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be effective with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be effective with the first full month of performance after Commission approval of the plan.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657

- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198 (Performance Measurements only)
- Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA

1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc.** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means 24-7 Telcom, Inc. operating within SBC WISCONSIN's incumbent local exchange area and also providing Telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC WISCONSIN.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area or;
 - (ii) Originates from an SBC WISCONSIN end user located in an SBC WISCONSIN local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC WISCONSIN incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC WISCONSIN's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC WISCONSIN pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC WISCONSIN agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC WISCONSIN's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC WISCONSIN is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c) (4) of the Act to CLEC in SBC WISCONSIN's incumbent local exchange areas. SBC WISCONSIN has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC WISCONSIN's incumbent local exchange areas. In addition, SBC WISCONSIN is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c) (3) of the Act, Collocation under Section 251(c) (6) of the Act, Interconnection under Section 251(c) (2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC WISCONSIN's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation

under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act, shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC WISCONSIN** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC WISCONSIN** has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b) (5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within **SBC WISCONSIN** exchange areas and has a Point of Interconnection ("POI") located within **SBC WISCONSIN** exchange areas for the purpose of providing telephone exchange service and exchange access in such **SBC WISCONSIN** exchange areas. Based upon the foregoing, the Parties agree that **SBC WISCONSIN**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC WISCONSIN** will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from **SBC WISCONSIN**'s end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and **SBC WISCONSIN**, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC WISCONSIN** End Office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each **SBC WISCONSIN** serving tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.

4.5 If **SBC WISCONSIN** is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving **SBC WISCONSIN** End Office.

4.6 INTENTIONALLY LEFT BLANK

4.7 **SBC WISCONSIN** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC WISCONSIN** (as reflected in the LERG). Any compensation due **SBC WISCONSIN** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC WISCONSIN** serving tandems are reflected by **SBC WISCONSIN** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC WISCONSIN** tandem. **SBC WISCONSIN** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to **SBC WISCONSIN**'s tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, wireless service providers and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 **SBC WISCONSIN** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC WISCONSIN** exchange areas, in **SBC WISCONSIN** Tandems and End Offices using **SBC WISCONSIN**'s standard code opening timeframes.

5. INTERCARRIER COMPENSATION

5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

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

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Intercarrier Compensation.

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

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

9.2 The Parties agree that the associated traffic from each SBC WISCONSIN End Office will not alternate route.

9.3 OE-LEC must provide SBC WISCONSIN a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC WISCONSIN terminated traffic or SBC WISCONSIN originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other Party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

9.5 SBC WISCONSIN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC WISCONSIN (as reflected in the LERG). Any compensation due SBC WISCONSIN for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC WISCONSIN serving tandems are reflected by SBC WISCONSIN in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC WISCONSIN-tandem. SBC WISCONSIN shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

9.6 SBC WISCONSIN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC WISCONSIN exchange areas, in SBC WISCONSIN Tandems and End Office(s) using SBC WISCONSIN's standard code opening timeframes.

9.7 The compensation arrangement for InterLATA Section 251(b) (5) Traffic shall be governed by the compensation terms and conditions for Section 251(b) (5) Traffic in the Appendix Intercarrier Compensation.

XDSL AND LINE SPLITTING APPENDIX

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XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: **SBC WISCONSIN** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)-(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time. These rules are incorporated into and made part of this Agreement.

1. **General**

1.1 **Deployment of xDSL Technologies:** **SBC WISCONSIN** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC WISCONSIN** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC WISCONSIN** is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** **SBC WISCONSIN** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC WISCONSIN**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC WISCONSIN**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 Business Days or the interval provided to **SBC WISCONSIN**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC WISCONSIN** is providing to any other CLEC, **SBC WISCONSIN**'s retail operations and/or its advanced services affiliate. **SBC WISCONSIN**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC WISCONSIN**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** **SBC WISCONSIN**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC WISCONSIN**'s retail operations and/or advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements are necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) Business Days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) Business Days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. **Loop Conditioning**

4.1 **SBC WISCONSIN** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC WISCONSIN** perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap (“RABT”):

- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its local service request for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to SBC WISCONSIN interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by SBC WISCONSIN that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a ‘No Trouble Found’ (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC’s request, the LOC will also investigate and address any SBC WISCONSIN non-conditioning related reasons for any no synchronization situation, or ensure CLEC’s RABT request is appropriate by verifying the subject bridged tap is located on the loop, but SBC WISCONSIN does not guarantee the synchronization of any loop. In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC WISCONSIN LOC. SBC WISCONSIN LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where SBC WISCONSIN removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) Business Day interval or in parity with the repair intervals SBC WISCONSIN provides to its retail operations and/or advanced services affiliate. When SBC WISCONSIN determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC WISCONSIN, SBC WISCONSIN has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by SBC WISCONSIN to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user’s release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by SBC WISCONSIN to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 Maintenance, Repair and Testing: SBC WISCONSIN shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

- 4.3.1 **Maintenance Scope:** SBC WISCONSIN’s maintenance shall be as follows: (i) for loops 12,000 feet or less: SBC WISCONSIN maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that SBC WISCONSIN not perform any conditioning, SBC WISCONSIN maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that SBC WISCONSIN perform some or all of the available

conditioning, **SBC WISCONSIN** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC WISCONSIN** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC WISCONSIN** provides its retail operations and/or advanced services affiliate.

4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **SBC WISCONSIN** and the problem is determined by **SBC WISCONSIN** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC WISCONSIN**, following **SBC WISCONSIN** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC WISCONSIN** to advise that the trouble has been resolved.

4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC WISCONSIN** to resolve a trouble, **SBC WISCONSIN**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC WISCONSIN** determines that an LST can be performed, the **SBC WISCONSIN** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC WISCONSIN** network-related problem, then CLEC will not be charged the LST rate or for **SBC WISCONSIN**'s resolution of the trouble. If, however, the trouble is found not to be an **SBC WISCONSIN** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC WISCONSIN** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC WISCONSIN** if and when a change in PSD mask is made. **SBC WISCONSIN** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC WISCONSIN** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC WISCONSIN** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC WISCONSIN**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC WISCONSIN** configuration cabling and wiring in **SBC WISCONSIN** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC WISCONSIN**'s OSS.

7. Pricing/Rates

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that SBC WISCONSIN agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC WISCONSIN technician time involved in performing such work, pursuant to Section 13.2.6 of the FCC No. 2 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC WISCONSIN are performed outside of standard business hours.

8. **Definitions Applicable to this Appendix**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC WISCONSIN state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"SBC WISCONSIN"** as used herein means the applicable SBC-owned ILEC doing business in Wisconsin.
- 8.6 **Splitter**" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

Line					
WISCONSIN		SBC Recurring		SBC Non Recurring	
		USOC	Monthly	Initial	Additional
1	NETWORK ELEMENTS				
2	Loops				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		\$ 1.77		
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.82	See NRC Prices Below	
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below	
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below	
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 880.30	See NRC Prices Below	
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 853.21	See NRC Prices Below	
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 742.82	See NRC Prices Below	
32					
33	DSL Capable Loops				
34	2-Wire xDSL Loop				
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
36	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
37	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
38					
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
40	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
41	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
42					
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
44	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
45	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
46					
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
48	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
49	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
50					
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
52	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
53	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
54					
55	PSD #6 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
56	PSD #6 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
57	PSD #6 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
58					
59	4-Wire xDSL Loop				
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
	IDSL Capable Loop				
62	IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
63	IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
64	IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line					
WISCONSIN		SBC Recurring		SBC Non Recurring	
		USOC	Monthly	Initial	Additional
62	Loop Qualification Process				
63	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
64	Loop Qualification Process - Manual	NRBXU	N/A	\$26.12	N/A
65	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
66					
67	DSL Conditioning Options - >12KFT and < 17.5KFT				
68	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
69	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
70	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
71	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
72	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
73	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
74	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
75	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
76	Removal of non-excessive bridged tap DSL loops >12Kft. And <17 Kft.	NRMRJ	N/A	\$0.00	
77	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$0.00	
78	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	\$0.00	
79	Removal of All Bridged Tap DSL Loops >17.5Kft - per element incremental	NRMRM	N/A	\$ -	
80					
81	Loop Non-Recurring Charges				
82	Bus Service Order - Establish	SEPUP		\$ 0.07	
83	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
84	Bus Service Order - Add/Change	REAH9		\$ 0.07	
85	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
86	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
87	Bus Line Connection Add/Change	REAH5		\$ 30.64	
88	Bus Record Work Only	NR9UP		\$ 0.04	
89	Res Service Order - Establish	SEPUP		\$ 0.07	
90	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
91	Res Service Order - Add/Change	REAH9		\$ 0.07	
92	Res Line Connection	SEPUC		\$ 30.64	
93	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
94	Res Line Connection Add/Change	REAH5		\$ 30.64	
95	Res Record Work Only	NR9UP		\$ 0.04	
96	DS1 Loop Non-Recurring Charges				
97	Administrative Charge - per order	NR9OR		\$ 138.62	
98	Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
99	Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
100	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
101	Customer Connection Charge per Termination	NR9OW		\$ 179.90	
102					
103	DS3 Loop Non-Recurring Charges				
104	Administrative Charge - per order	NR9OY	N/A	\$ 183.10	N/A
105	Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
106	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 575.14	N/A
107	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
108	Customer Connection Charge per Termination	NR9O3	N/A	\$ 204.37	N/A
109					
110	SUB-LOOPS				
111	ECS to SAI sub-loop				
112	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
113	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
114	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
115	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
116	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
117	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
118	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
119	2 Wire DSL Compatible- area B	PENDING	\$ 1.20	See NRC prices below	
120	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
121	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
122	4 Wire DSL Compatible- area B	PENDING	\$ 2.37	See NRC prices below	
123	4 Wire DSL Compatible- area C	PENDING	\$ 2.29	See NRC prices below	
124	ECS to Terminal sub-loop				
125	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
126	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
127	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
128	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
129	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	

TBD -To be determined

NRO -Nonrecurring only

ICB-Individual Case Basis

NA-Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
130		4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
131		2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
132		2 Wire DSL Compatible- area B	PENDING	\$ 6.05	See NRC prices below	
133		2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
134		4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
135		4 Wire DSL Compatible- area B	PENDING	\$ 12.05	See NRC prices below	
136		4 Wire DSL Compatible- area C	PENDING	\$ 19.54	See NRC prices below	
137	ECS to NID sub-loop					
138		2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
139		2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
140		2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
141		4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	
142		4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below	
143		4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below	
144		2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below	
145		2 Wire DSL Compatible- area B	PENDING	\$ 6.81	See NRC prices below	
146		2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below	
147		4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below	
148		4 Wire DSL Compatible- area B	PENDING	\$ 13.56	See NRC prices below	
149		4 Wire DSL Compatible- area C	PENDING	\$ 21.22	See NRC prices below	
150	SAI to Terminal sub-loop					
151		2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below	
152		2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below	
153		2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below	
154		4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below	
155		4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below	
156		4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below	
157		2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below	
158		2 Wire DSL Compatible- area B	PENDING	\$ 5.83	See NRC prices below	
159		2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below	
160		4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below	
161		4 Wire DSL Compatible- area B	PENDING	\$ 11.66	See NRC prices below	
162		4 Wire DSL Compatible- area C	PENDING	\$ 19.29	See NRC prices below	
163	SAI to NID sub-loop					
164		2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below	
165		2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below	
166		2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below	
167		4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below	
168		4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below	
169		4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below	
170		2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below	
171		2 Wire DSL Compatible- area B	PENDING	\$ 6.61	See NRC prices below	
172		2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below	
173		4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below	
174		4 Wire DSL Compatible- area B	PENDING	\$ 13.16	See NRC prices below	
175		4 Wire DSL Compatible- area C	PENDING	\$ 20.97	See NRC prices below	
176	Terminal to NID sub-loop					
177		2 Wire Analog - area A	PENDING	\$ 1.14	See NRC prices below	
178		2 Wire Analog - area B	PENDING	\$ 1.15	See NRC prices below	
179		2 Wire Analog - area C	PENDING	\$ 1.23	See NRC prices below	
180		4 Wire Analog - area A	PENDING	\$ 2.25	See NRC prices below	
181		4 Wire Analog - area B	PENDING	\$ 2.30	See NRC prices below	
182		4 Wire Analog - area C	PENDING	\$ 2.47	See NRC prices below	
183		2 Wire DSL Compatible - area A	PENDING	\$ 1.14	See NRC prices below	
184		2 Wire DSL Compatible- area B	PENDING	\$ 1.15	See NRC prices below	
185		2 Wire DSL Compatible - area C	PENDING	\$ 1.23	See NRC prices below	
186		4 Wire DSL Compatible - area A	PENDING	\$ 2.25	See NRC prices below	
187		4 Wire DSL Compatible- area B	PENDING	\$ 2.30	See NRC prices below	
188		4 Wire DSL Compatible- area C	PENDING	\$ 2.47	See NRC prices below	
189	NID sub-loop element					
190		2 Wire Analog - area A	PENDING	TBD	See NRC prices below	
191		2 Wire Analog - area B	PENDING	TBD	See NRC prices below	
192		2 Wire Analog - area C	PENDING	TBD	See NRC prices below	
193		4 Wire Analog - area A	PENDING	TBD	See NRC prices below	
194		4 Wire Analog - area B	PENDING	TBD	See NRC prices below	
195		4 Wire Analog - area C	PENDING	TBD	See NRC prices below	
196		2 Wire DSL - area A	PENDING	TBD	See NRC prices below	
197		2 Wire DSL - area B	PENDING	TBD	See NRC prices below	
198		2 Wire DSL - area C	PENDING	TBD	See NRC prices below	

TBD -To be determined

NRC -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
199		4 Wire DSL - area A	PENDING	TBD	See NRC prices below	
200		4 Wire DSL - area B	PENDING	TBD	See NRC prices below	
201		4 Wire DSL - area C	PENDING	TBD	See NRC prices below	
202		2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below	
203		2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below	
204		2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below	
205		4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
206		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
207		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
208		DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below	
209		DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below	
210		DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below	
211	Sub-Loop Non-Recurring Charges					
212		2-Wire Analog Sub-Loop	PENDING		\$ 137.70	
213		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99	
214		4-Wire Analog Sub-Loop	PENDING		\$ 138.64	
215		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99	
216		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38	
217		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
218		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36	
219		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24	
220		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96	
221		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
222		4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37	
223		4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59	
224						
225	Service Order Charge					
226		Establish, per occasion	PENDING		\$ 0.07	
227		Establish, per occasion - Disconnect	PENDING		\$ 0.04	
228		Add or change, per occasion	PENDING		\$ 0.07	
229		Record Work Only	PENDING		\$ 0.04	
230	Line Connection Charge					
231		per occasion	PENDING		\$ 30.64	
232		per occasion - Disconnect	PENDING		\$ 3.86	
233						
234	LST					
235		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08	
236		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25	
237						
238	LNP					
239		Local Number Portability	NSR		\$0.00	
240						
241	Cross Connects					
242	2-Wire		CXCT2	\$ 0.19	NA	NA
243	4-Wire		CXCT4	\$ 0.38	NA	NA
244	DS1/LT1		CXCDX	\$ 0.52	NA	NA
245	DS3/LT3		CXC8X	\$ 0.96	NA	NA
246	DS3 C.O. Cross-Connect to Collocation		CXC BX	\$ 25.89		
247	Dedicated Transport					
248	Interoffice Transport:					
249	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49		
250		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19		
251	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33		
252		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29		
253		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33		
254		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29		
255						
256	Multiplexing					
257	DS1 to Voice Grade		QMVX1-X3	\$ 342.91		
258	DS3 to DS1		QM3X1-X3	\$ 473.51		
259						
260	Dedicated Transport Cross Connects					
261	DS1		CXCDX	\$ 0.52		
262	DS3		CXCEX	\$ 0.96		
263						

TBD -To be determined
 NRO -Nonrecurring only
 ICB -Individual Case Basis
 NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
264	Dark Fiber Loop					
265	Dark Fiber Interoffice					
266		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41		
267		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315		
268		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69		
269	Inquiry (Per Request)					
270		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17	
271	FIRM ORDER (Per Fiber Strand)					
272		Administrative per Order				
273		Connect	NRB51		\$ 10.97	
274		Disconnect	N49H2		\$ 12.73	
275		Dark Fiber Interoffice Transport - NRC				
276		Connect	NRB54		\$ 411.80	
277		Disconnect	NR9H5		\$ 106.10	
278						
279	Dedicated Transport Optional Features & Functions					
280	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$ 271.14	
281		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconn	PENDING		\$ 63.91	
282						
283	Dedicated Transport Installation & Rearrangement Charges					
284	DS1	Administration Charge - Per Order	ORCMX	NA	\$ 346.87	NA
285		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 543.56	NA
286		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 516.53	NA
287	DS3	Administration Charge - Per Order	ORCMX	NA	\$ 266.67	NA
288		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 578.43	NA
289		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$ 578.43	NA
290		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 345.33	NA
291		Carrier Connection Charge - Per Order	NRBDT	NA	\$ 345.33	NA
292						
293	Routine Modifications					
294		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA
295						
296	Maintentance of Service Charge		VRP	NA	\$ 71.00	NA
297						
298						
299	OTHER					
300						
301		Directory Assistance				
302						
303		Facility-based DA				
304		Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.35	NA	NA
305		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
306						
307		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
308		- per call	OPEN	\$ 0.025		
309						
310		Branding - Facility Based - Initial/Subsequent Load				
311		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
312						
313		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
314		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
315						
316		DA Listings				
317		DA Listing License				
318		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
319		- per listing for initial load	OPEN	NA	\$ 0.040	NA
320		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
321		Option #2 Full File (all states inclusive) Billable Release				
322		- per listing for initial load	OPEN	NA	\$ 0.020	NA
323		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
324		- per usage/query	OPEN	NA	\$ 0.020	NA
325		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
326		- per listing for initial load	OPEN	NA	\$ 0.050	NA
327		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
328		Option #4 Pick & Choose (by state) Billable Release				
329		- per listing for initial load	OPEN	NA	\$ 0.020	NA
330		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line						
WISCONSIN			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
331		- per usage/query	OPEN	NA	\$ 0.020	NA
332						
333	Operator Services					
334						
335		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
336		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
337						
338		Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
339		- per call	OPEN	\$ 0.025		
340						
341		Branding - Facility Based - Initial/Subsequent Load				
342		- per trunk group	OPEN	NA	\$ 800.00	NA
343						
344		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
345		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
346						
347	Ancillary Message Billing Compensation (Per Message)		OPEN	\$ 0.03	NA	NA
348						
349	Structure Access - Poles & Ducts			Annually		
350		Per Pole attachment*	OPEN	\$ 3.03		
351		Per Foot of innerduct	OPEN	\$ 0.31		
352		Application fee	OPEN		\$ 200.00	
353						
354	Emergency Number Service Access					
355		911 Selective Router Interconnection				
356		- Digital DS1 Interface		333.02	\$ 1,231.58	
357		-Each DSO installed	OPEN	NA	\$ 642.28	
358		-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
359		ANI/ALI/SR and Database Management				
360		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
361		-Acess Routing File (CD-ROM)	OPEN	\$ 23.39		
362		911 Selective Router Switch Administration				
363		-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
364						
365	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
366	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
367						
368	INTERCARRIER COMPENSATION					
369	End Office Local Termination					
370		Set up charge, per call	USAGE	\$ 0.005485		
371		Duration charge, per MOU	USAGE	\$ 0.001662		
372						
373	Tandem Switching					
374		Set up charge, per call	USAGE	\$ 0.000904		
375		Duration charge, per MOU	USAGE	\$ 0.000483		
376						
377	Tandem Transport Termination					
378		Set up charge, per call	USAGE	\$ 0.000122		
379		Duration charge, per MOU	USAGE	\$ 0.000064		
380						
381	Tandem Transport Facility Mileage, per MOU per mile					
382		Set up charge, per mile	USAGE	\$ 0.000008		
383		Duration charge, per MOU per mile	USAGE	\$ 0.000003		
384						
384	Daily Usage Feed(DUF),per message		USAGE	\$ 0.000531		
385	Rate for Presumed ISP-Bound Traffic as per FCC 01-131		USAGE	\$ 0.0007		
386						
387						
388						
389	RESALE			RECURRING	NON-RECURRING	
390	BUSINESS					
391	LOCAL EXCHANGE SERVICE					
392	Business 1 Party		RESALE	17.50%	27.50%	
393	Business - Measured		RESALE	17.50%	27.50%	
394	Customer Operated Pay Telephone (COPT)		RESALE	17.50%	27.50%	
395						
396	EXPANDED LOCAL CALLING		RESALE			
397	Extended Area Service		RESALE	20.00%	20.00%	

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line	WISCONSIN		SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
398						
399	VERTICAL SERVICES					
400	Anonymous Call Rejection		RESALE	25.00%	25.00%	
401	Repeat Dialing (Auto Redial)		RESALE	25.00%	25.00%	
402	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%	25.00%	
403	Call Blocker		RESALE	25.00%	25.00%	
404	Call Forwarding		RESALE	25.00%	25.00%	
405	Call Forwarding - Busy Line		RESALE	25.00%	25.00%	
406	Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%	25.00%	
407	Call Forwarding - Don't Answer		RESALE	25.00%	25.00%	
408	Automatic CallBack (Call Return)		RESALE	25.00%	25.00%	
409	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%	25.00%	
410	Call Trace		RESALE	25.00%	25.00%	
411	Call Waiting		RESALE	25.00%	25.00%	
412	Caller ID WithName (Calling Name)		RESALE	25.00%	25.00%	
413	Caller ID (Calling Number)		RESALE	25.00%	25.00%	
414	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE	25.00%	25.00%	
415	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	25.00%	25.00%	
416	Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
417	Selective Call Forwarding		RESALE	0.00%	0.00%	
418	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	25.00%	25.00%	
419	Remote Call Forwarding-Per Feature		RESALE	25.00%	25.00%	
420	RCF, Interstate, Interexchange		RESALE	25.00%	25.00%	
421	RCF, Inrastate		RESALE	25.00%	25.00%	
422	RCF, Interstate, International		RESALE	25.00%	25.00%	
423	RCF, Inrastate, Interexchange		RESALE	25.00%	25.00%	
424	RCF to 800		RESALE	25.00%	25.00%	
425	RCF Additional		RESALE	25.00%	25.00%	
426	Speed Calling 8		RESALE	25.00%	25.00%	
427	Speed Calling 30		RESALE	25.00%	25.00%	
428	Three Way Calling		RESALE	25.00%	25.00%	
429	Call Screening		RESALE	25.00%	25.00%	
430	Busy Line Transfer		RESALE	25.00%	25.00%	
431	Alternate Answer		RESALE	25.00%	25.00%	
432	Message Waiting - Tone		RESALE	25.00%	25.00%	
433	Easy Call		RESALE	25.00%	25.00%	
434	Prime Number Service		RESALE	25.00%	25.00%	
435	SBC Wisconsin Privacy Manager		RESALE	25.00%	25.00%	
436	Name and Number Delivery Service		RESALE	25.00%	25.00%	
437						
438	DID					
439	DID		RESALE	15.00%	15.00%	
440						
441	TRUNKS					
442	Trunk		RESALE	17.50%	17.50%	
443						
444	AIN					
445	Area Wide Networking		RESALE	25.00%	25.00%	
446	SBC Wisconsin Switch Alternate Routing (ANSAR)		RESALE	25.00%	25.00%	
447	SBC Wisconsin Customer Location Alternate Routing (ACLAR)		RESALE	25.00%	25.00%	
448						
449	OTHER					
450	Grandfathered Services		RESALE	0.00%	0.00%	
451	Promotions (Greater than 90 days)		RESALE	25.00%	25.00%	
452	TouchTone (Business)		RESALE	25.00%	25.00%	
453	TouchTone (Trunk)		RESALE	25.00%	25.00%	
454	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
455	976 (976 Information Delivery Service)		RESALE	0%	0%	
456	Access Services (See Access Tariff)		RESALE	0%	0%	
457	Additional Directory Listings		RESALE	15.00%	15.00%	
458	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
459	Connection Services		RESALE	25.00%	25.00%	
460	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
461	Shared Tenant Service		RESALE	0%	0%	
462						

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line					
WISCONSIN			SBC Recurring		SBC Non Recurring
			USOC	Monthly	Initial Additional
463	Data Services				
464	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		RESALE	8.00%	8.00%
465	PBX Trunks		RESALE	8.00%	8.00%
466	Mulit-Service Optical Network (MON)		RESALE	8.00%	8.00%
467	OCn-PTP		RESALE	8.00%	8.00%
468	ADTS-E		RESALE	8.00%	8.00%
469	DS0		RESALE	8.00%	8.00%
470	DS1		RESALE	8.00%	8.00%
471	DS3		RESALE	8.00%	8.00%
472					
473	ISDN				
474	ISDN		RESALE	9.70%	9.70%
475					
476	DIRECTORY ASSISTANCE SERVICES				
477	Directory Assistance Services		RESALE	15.00%	15.00%
478	Local Operator Assistance Service		RESALE	15.00%	15.00%
479	Reverse Directory Assistance (RDA)		RESALE	\$1.25	NA
480					
481	TOLL				
482	TOLL		RESALE	25.00%	25.00%
483					
484	OPTIONAL TOLL CALLING PLANS				
485	Optional Toll Calling Plans		RESALE	25.00%	25.00%
486					
487	CENTREX (PLEXAR)				
488	SBC Wisconsin Centrex Service ACS		RESALE	25.00%	25.00%
489	SBC Wisconsin Centrex Network Manager		RESALE	0.00%	0.00%
490					
491	PRIVATE LINE				
492	Analog Private Lines		RESALE	8.00%	8.00%
493	Private Line Channel Services		RESALE	8.00%	8.00%
494					
495	RESIDENCE				RESALE DISCOUNTS
496	LOCAL EXCHANGE SERVICE			RECURRING	NON-RECURRING
497	Life Line		RESALE	0.00%	0.00%
498	Residence 1 Party		RESALE	14.50%	25.00%
499	Residence Measured		RESALE	14.50%	25.00%
500					
501	EXPANDED LOCAL CALLING				
502	Extended Area Service		RESALE	17.50%	17.50%
503					
504	VERTICAL SERVICES				
505	Anonymous Call Rejection		RESALE	23.00%	23.00%
506	Repeat Dialing (Auto Redial)		RESALE	23.00%	23.00%
507	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%	23.00%
508	Call Blocker		RESALE	23.00%	23.00%
509	Call Forwarding		RESALE	23.00%	23.00%
510	Call Forwarding - Busy Line		RESALE	23.00%	23.00%
511	Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%	23.00%
512	Call Forwarding - Don't Answer		RESALE	23.00%	23.00%
513	Automatic Call-Back (Call Return)		RESALE	23.00%	23.00%
514	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%	23.00%
515	Call Trace		RESALE	23.00%	23.00%
516	Call Waiting		RESALE	23.00%	23.00%
517	Caller ID with Name (Calling Name)		RESALE	23.00%	23.00%
518	Caller ID (Calling Number)		RESALE	23.00%	23.00%
519	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%	23.00%
520	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent		RESALE	23.00%	23.00%
521	Remote Access to Call Forwarding (GF)		RESALE	0.00%	0.00%
522	RCF, Interstate, Interexchange		RESALE	23.00%	23.00%
523	RCF, Instrastate		RESALE	23.00%	23.00%
524	RCF, Interstate, International		RESALE	23.00%	23.00%
525	RCF, Instrastate, Interexchange		RESALE	23.00%	23.00%
526	RCF to 800		RESALE	23.00%	23.00%
527	RCF Additional		RESALE	23.00%	23.00%
528	Selective Call Forwarding		RESALE	23.00%	23.00%
529	Speed Calling 8		RESALE	23.00%	23.00%
530	Three Way Calling		RESALE	23.00%	23.00%
531	Call Screening		RESALE	23.00%	23.00%

TBD -To be determined

NRO -Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

Line			SBC Recurring		SBC Non Recurring	
			USOC	Monthly	Initial	Additional
532	Busy Line Transfer		RESALE	23.00%	23.00%	
533	Alternate Answer		RESALE	23.00%	23.00%	
534	Message Waiting - Tone		RESALE	23.00%	23.00%	
535	Easy Call		RESALE	23.00%	23.00%	
536	SBC Wisconsin Privacy Manager		RESALE	23.00%	23.00%	
537	Name and Number Delivery Service		RESALE	23.00%	23.00%	
538						
539	ISDN					
540	ISDN		RESALE	9.70%	9.70%	
541						
542	DIRECTORY ASSISTANCE SERVICES					
543	Directory Assistance Services		RESALE	15.00%	15.00%	
544	Local Operator Assistance Service		RESALE	15.00%	15.00%	
545	Reverse Directory Assistance (RDA)		RESALE	\$1.25	NA	
546						
547	OTHER					
548	Grandfathered Services		RESALE	0.00%	0.00%	
549	Promotions (Greater than 90 Days)		RESALE	23.00%	23.00%	
550	TouchTone		RESALE	23.00%	23.00%	
551	Home Services Packages		RESALE	23.00%	23.00%	
552	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%	
553	976 (976 Information Delivery Service)		RESALE	0%	0%	
554	Access Services (See Access Tariff)		RESALE	0%	0%	
555	Additional Directory Listings		RESALE	15.00%	15.00%	
556	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%	
557	Connection Services		RESALE	25.00%	25.00%	
558	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
559	Shared Tenant Service		RESALE	0%	0%	
560	Restoral of Service Charge				Tariff 20 Part 22 Section 2	
561						
562	TOLL					
563	Toll		RESALE	21.50%	21.50%	
564						
565	Electronic Billing Information Data (daily usage)		RESALE	\$ 0.000531		
566	per message		USAGE			
567						
568	Line Connection Charge					
569	Residence		RESALE		Tariff 20 Part 22 Section 2	
570	Business		RESALE		Tariff 20 Part 22 Section 2	
571						
572	Service Order/Service Request Charge					
573	Residence		RESALE		Tariff 20 Part 22 Section 2	
574	Business		RESALE		Tariff 20 Part 22 Section 2	
575						
576	Non-Electronic (Manual) Service Order Charge					
577	Residence		RESALE		Tariff 20 Part 22 Section 2	
578	Business		RESALE		Tariff 20 Part 22 Section 2	
579						
580	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 \$0.16IDLC conversion charge will be added to the new unbundled loop rates.					
581	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.					

SBC WISCONSIN

PERFORMANCE REMEDY PLAN

DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to 24-7 Telcom, Inc. (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
- 1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$\sigma_{DIFF} = \text{SQRT} \{ \sigma_{ILEC}^2 (1 / n_{ILEC} + 1 / n_{CLEC}) \}$

σ_{ILEC}^2 = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{PILEC-PCLEC} = \text{SQRT} \{ [p(1 - p)] / n_{ILEC} + [p(1 - p)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{PILEC-PCLEC}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = \text{num}_{ILEC} / \text{denom}_{ILEC}$

$R_{CLEC} = \text{num}_{CLEC} / \text{denom}_{CLEC}$

$\sigma_{DIFF} = \text{SQRT} \{ [(\text{num}_{CLEC} + \text{num}_{ILEC}) / (\text{denom}_{CLEC} + \text{denom}_{ILEC})] * (1 / \text{denom}_{CLEC} + 1 / \text{denom}_{ILEC}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and SBC WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC WISCONSIN applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

4.5 SBC WISCONSIN and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 SBC WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 SBC WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by SBC WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and SBC WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by SBC WISCONSIN of the self-identification form posted

on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC WISCONSIN** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC WISCONSIN** have signed.

5.5 **SBC WISCONSIN** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC WISCONSIN** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.

5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1 **SBC WISCONSIN** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC WISCONSIN** and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. **SBC WISCONSIN** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 **SBC WISCONSIN**'s agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC WISCONSIN** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC WISCONSIN**'s payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that **SBC WISCONSIN** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC WISCONSIN**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that **SBC WISCONSIN**'s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SBC WISCONSIN** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC WISCONSIN** seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC WISCONSIN** has met or continues to meet the requirements of section 271 of the Act.

6.3 **SBC WISCONSIN** shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4 Every six months, CLEC may participate with **SBC WISCONSIN**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure,

either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5 CLEC and **SBC WISCONSIN** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SBC WISCONSIN** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC WISCONSIN**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC WISCONSIN** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC WISCONSIN** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6 **SBC WISCONSIN** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC WISCONSIN** and approved by the Commission will conduct these audits at **SBC WISCONSIN**'s expense.

7.0 Exclusions Limited

7.1 **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC WISCONSIN** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC WISCONSIN** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC WISCONSIN**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC WISCONSIN**'s compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2 In addition to the provisions set forth herein, **SBC WISCONSIN** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3 In any event where SBC WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC WISCONSIN prevails. If SBC WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

7.4 SBC WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC WISCONSIN under all SBC WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC WISCONSIN has paid less than that amount due to the monthly threshold, SBC WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5 Whenever SBC WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. SBC WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent

authorized by Wis. Stat. section 196.199 to request that **SBC WISCONSIN** should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why **SBC WISCONSIN** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 **SBC WISCONSIN**'s Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC WISCONSIN** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC WISCONSIN** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC WISCONSIN** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC WISCONSIN** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC WISCONSIN** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC WISCONSIN** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC WISCONSIN** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

- RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison
- RSM_{total} = Total count of Remedied Sub-Measure results

8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require SBC WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, SBC WISCONSIN will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC WISCONSIN provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 SBC WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, SBC WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where

restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that **SBC WISCONSIN** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC WISCONSIN** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400

Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures

Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures

Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance				
	Three Months	Four Months	Five Months	Six Months or More	
Per Occurrence and Per Measure/Cap					
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount	
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount	
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount	

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the

"Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when SBC WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and **SBC WISCONSIN**.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC WISCONSIN reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the

one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, **SBC WISCONSIN** will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent **SBC WISCONSIN** Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for **SBC WISCONSIN** Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if **SBC WISCONSIN** fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where **SBC WISCONSIN** has failed to provide parity or benchmark performance for 3 consecutive months. If **SBC WISCONSIN** fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then **SBC WISCONSIN** shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: **SBC WISCONSIN** Performance Measurement User Guide (a document available from CLEC Account Managers or found on the **SBC WISCONSIN** Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

ATTACHMENT A

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, **SBC WISCONSIN** will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and **SBC WISCONSIN** will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	$\geq 97\%$	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA-Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	$\geq 98\%$	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	$\leq 2\%$	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	$\leq 4\%$	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	$\leq 4\%$	> 20%
PM #38	Percent Missed Repair Commitments	Each	$\leq 5\%$	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	$\geq 96\%$	< 85%
PM #41	Percent Repeat Trouble Reports	Each	$\leq 4\%$	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	$\geq 98\%$	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	$\leq 4\%$	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	$\leq 2\%$	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	$\leq 4\%$	> 20%
PM #66	Percent Missed Repair Commitments	Each	$\leq 5\%$	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	$\geq 96\%$	< 85%
PM #69	Percent Repeat Trouble Reports	Each	$\leq 4\%$	> 20%

AT&T Wholesale Amendment

**AMENDMENT
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
24-7 TELCOM, INC.**



Signature: eSigned - Mark StensethName: eSigned - Mark Stenseth
(Print or Type)Title: Chief Executive Officer & General Manager
(Print or Type)Date: 11 Oct 2017

24-7 Telcom, Inc.

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 11 Oct 2017Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by
AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
WISCONSIN	4855	4855

Description	ACNA Code(s)
ACNA(s)	WSW

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 24-7 TELCOM, INC.
 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 24-7 Telcom, Inc. ("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"), dated November 2, 2005 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").

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A - 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 A, 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 A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.

9. 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.

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

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

24-7 TELCOM, INC.

Signature: eSigned - Mark StensethName: eSigned - Mark Stenseth
(Print or Type)Title: Chief Executive Officer
(Print or Type)Date: 28 Jun 2018

24-7 Telcom, Inc.

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 28 Jun 2018Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by
AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
WISCONSIN	4855	4855

Description	ACNA Code(s)
ACNA(s)	WSW

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 24-7 TELCOM, INC.
 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 24-7 Telcom, Inc. ("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 November 30, 2005 and as subsequently amended ("Agreement"); 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. The Parties agree to add the following definitions to Section 1 of the General Terms and Conditions of the Interconnection Agreement.

1.1.123 "AT&T-21STATE" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

1.1.124 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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 06 - 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 17. from the Agreement with the following language:

17. Notices

17.1 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:

17.1.1 delivered by electronic mail (email).

17.1.2 delivered by facsimile.

17.2 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:

17.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

17.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.

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

17.3.1 the date of actual receipt.

17.3.2 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.

17.3.3 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.

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Stenseth Chief Executive Officer
STREET ADDRESS	912 Crescent Street
CITY, STATE, ZIP CODE	Menomonie, WI 54751
PHONE NUMBER*	(715) 231-2000

FACSIMILE NUMBER	(715) 231-2407
EMAIL ADDRESS	stenseth@wwt.coop
	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.

17.5 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 17. 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.

17.6 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 17. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

17.6.1 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.

17.6.2 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.

17.7 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. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

6. 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.

7. 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.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For 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 06 – 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. The breaching Party further agrees to pay all costs incurred by the non-breaching Party and/or its Affiliates and vendor as a result of such Parties 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.

EXHIBIT B - PRICING SHEETS

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
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	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

**AMENDMENT
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
24-7 TELCOM, INC.**



Signature: eSigned - Mark Stenseth

Name: eSigned - Mark Stenseth
(Print or Type)

Title: Chief Executive Officer & General Manager
(Print or Type)

Date: 20 Mar 2020

24-7 Telcom, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 20 Mar 2020

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
24-7 TELCOM, INC.
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and 24-7 Telcom, Inc. ("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"), signed November 2, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
- c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
- ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
- iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
- iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

7. 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.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

11. 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.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

- (i) to the same End User; and
- (ii) at that same End User's existing location;
- (iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T-21STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
 - (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
 - 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
 - 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 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.
 - 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE 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-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be 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.
 - 5.2.1 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.
 - 5.2.2 If CLEC does not wish to be responsible for payment of charges for 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 CLEC's responsibility 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 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.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

Exhibit A

WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A) Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	MUJ++, UOB++, UOR++, EE7KX UB5++, EE7MX, UK1++	U4HXA CZ4X1	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMvx1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMvx2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMvx3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3x1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3x2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3x3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	

Exhibit A

WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	