

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

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

and

**MCIMETRO ACCESS TRANSMISSION SERVICES
LLC**

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

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

The effective date of this Agreement ("Effective Date") shall be March 11, 2006.

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

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the INDIANA Commerce Commission (the "Commission") and as specifically set forth herein; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

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

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

Appendix XIV: Operations Support Systems
Appendix XV: Operator Services
Appendix XVI: Performance Measurements
Appendix XVII: Pricing (including Price List)
Appendix XVIII: Reciprocal Compensation
Appendix XIX: Recording
Appendix XX: Resale
Appendix XXI: ROW
Appendix XXII: Intentionally Omitted
Appendix XXIII: UNE
Appendix XXIV: xDSL
Attachment Yellow Zone Process (YZP)
Attachment RABT YZP
Attachment RABT MMP
Appendix XXV: Intentionally Omitted
Appendix XXVI: 911
Appendix XXVII: Intentionally Omitted
Appendix XXVIII: Intentionally Omitted
Appendix XXIX: White Pages
Appendix XXX: Line Splitting
Appendix XXXI: AIN
Appendix XXXII: Coordinated Hot Cut
Appendix XXXIII: Out of Exchange Traffic
Appendix XXXIV: Transit
Appendix XXXV: SS7
Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms

- 1.2 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.
- 1.3 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any Special Access or Switched Access charge arrangement.
- 1.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a

different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. See Appendix Definitions.

2.2 Headings Not Controlling

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

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only.

2.3 Referenced Documents

2.3.1 Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.

2.3.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to MCI only where AT&T INDIANA operates within that jurisdiction. Except as may be specifically set forth elsewhere in the Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

2.6.2 Intentionally Omitted.

2.7 Joint Work Product

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

2.8 Severability

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

2.9 AT&T INDIANA will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Scope of Obligations

2.12.1 AT&T INDIANA's obligations under this Agreement to provide unbundled Network Elements and Resale shall apply only to the portions of INDIANA in which AT&T INDIANA is deemed to be the ILEC under the Act.

2.12.2 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T INDIANA's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-INDIANA is then deemed to be the ILEC under the Act (the "ILEC Territory").

2.12.3 The Agreement sets forth the terms and conditions pursuant to which AT&T INDIANA agrees to provide MCIIm with access to unbundled Network Elements (UNEs), Collocation, Resale and Interconnection under Applicable Law in AT&T INDIANA's incumbent local exchange areas for the provision of MCIIm's Telecommunications Services.

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

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

3.2 AT&T INDIANA shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, AT&T INDIANA shall not discontinue or refuse to provide any service provided or required under this Agreement without MCIIm's prior written agreement. This is not intended to impair AT&T INDIANA's

ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by AT&T INDIANA during the term of this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.
- 4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.
- 4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275. Each Party is responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network.
 - 4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5. INSURANCE

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 5.3 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 5.4 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.
- 5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty

Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

- 5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.
- 5.8 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 5.8.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6. OPERATING COMPANY NUMBER (OCN)

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

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by INDIANA law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

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

7. TERM AND TERMINATION

7.1 In AT&T INDIANA, the Effective Date of this Agreement shall be March 11, 2006.

7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.

7.3 Notwithstanding any other provision of this Agreement either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the Party that failed to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

7.4 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

7.5 If MCI requests renegotiations pursuant to Section 7.2, MCI shall provide a written request to commence negotiations with AT&T INDIANA under Sections 251/252 of the Act. If AT&T INDIANA requests renegotiations pursuant to Section 7.2, MCI shall have ten (10) calendar after its receipt of such notice to provide AT&T INDIANA with written confirmation of MCI's intent to pursue a successor agreement and shall provide a written request to commence negotiations with AT&T INDIANA under Sections 251/252

- 7.6 If neither Party requests renegotiations pursuant to Section 7.2, this Agreement shall continue in full force and effect for one year after the expiration of the original three (3) year term set forth in Section 7.2.
- 7.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), MCIIm withdraws its Section 252(a)(1) request, MCIIm must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that MCIIm does not wish to pursue a successor agreement with AT&T INDIANA for a given state. If MCIIm requests adoption of an agreement under Section 252(i), this Agreement shall remain in full force and effect until such adoption becomes effective. If MCIIm affirmatively states that it does not wish to pursue a successor agreement, this Agreement shall continue in full force and effect until the later of: 1) the date one year after the expiration of the original three (3) year term of this Agreement, or 2) ninety (90) calendar days after the date MCIIm provides notice of withdrawal of its Section 252(a)(1) request.
- 7.8 Upon termination of this Agreement in accordance with this Section 7:
- a. each Party shall continue to comply with its Confidential Information obligations,
 - b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
 - c. each Party's indemnification obligations shall survive.
- 7.9 In the event of termination of this Agreement herein, AT&T INDIANA and MCIIm shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that MCIIm shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. FRAUD

- 8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.
- 8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.
- 8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity.

The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

- 8.5 AT&T INDIANA will provide notification messages to MCI on suspected occurrences of ABS-related fraud on MCI accounts stored in the applicable LIDB. AT&T INDIANA will provide via fax.
- 8.6 AT&T INDIANA shall make available to MCI all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third party including prevention, detection, or control functionality embedded within any of the Network Elements. AT&T INDIANA will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCI using the same criteria AT&T INDIANA uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. AT&T INDIANA shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.
- 8.7 Intentionally Omitted.
- 8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

9. DEPOSITS

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

against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

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

- 9.8.3 when this Agreement expires or terminates; or
- 9.8.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party holding the Deposit shall credit any cash deposit to the Billing Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
- 9.9 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party holding the Deposit will not increase the deposit amount required. If the Billing Party fails to maintain timely compliance with its payment obligations, the Billing Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.
- 9.10 If during the first six (6) months of operations in INDIANA, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.
- 9.10.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.
- 9.11 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.
- 9.12 Intentionally Omitted.
- 9.13 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.
- 9.14 Intentionally Omitted.
- 9.15 The fact that the Billing Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 10.1 If the Billed Party fails to pay all amounts due by the Bill Due Date, and none of the exceptions listed in Appendix Invoicing of this Agreement apply to that amount, the Billing Party may, in addition to exercising any other rights or remedies it may have under this Agreement or Applicable Law, provide written demand (in accordance with the notice requirements set forth in the General Terms and Conditions) to pay. If the Billed Party does not respond to the written demand to pay within five (5) business days of receipt, the Billing Party may provide a second notice. If the Billed Party does not satisfy the second written demand to pay within five (5) business days of receipt, and the Billed Party has 60 days or greater past due balances for a BAN to which none of the exceptions listed in this Agreement applies, the Billing Party may require provision of a deposit or increase an existing deposit pursuant to a revised deposit request, or refuse to accept new, or complete pending, orders for services. Failure to pay all or any portion of any amount required to be paid also may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.

11. INTENTIONALLY OMITTED

12. DISPUTE ESCALATION AND RESOLUTION

12.1 Intentionally Omitted.

12.2 Alternative to Litigation

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

12.3 Commencing Dispute Resolution

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

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

12.3.1 Intentionally Omitted.

12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may

commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3.3 Formal Dispute Resolution Procedures

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

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive

Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures, including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.3.3.3 Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, consequential damages multiple damages or any other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

13. AUDITS

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

audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit. or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T INDIANA to MCIIm within six (6) months of the date such usage was incurred.
- 13.6 Intentionally Omitted.
- 13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

- 15.1 Liabilities of MCI – MCI's liability to AT&T INDIANA during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCI to AT&T INDIANA under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 15.2 Liabilities of AT&T INDIANA – AT&T INDIANA's liability to MCI during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars (\$25,000,000).
- 15.3 No Consequential Damages - Neither MCI nor AT&T INDIANA shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit AT&T INDIANA's or MCI's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by AT&T INDIANA's or MCI's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16. INDEMNITY

- 16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- (a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their

employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

- (b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, resale services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

- (c) any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;
- (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and
- (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified

Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in the provisions in this Agreement relating to confidential information.

17. REMEDIES

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

18. INTELLECTUAL PROPERTY

- 18.1 The Parties acknowledge that this Agreement to Interconnect with AT&T INDIANA's network and to unbundle and/or combine AT&T INDIANA's Network Elements (including combining with MCI's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T INDIANA will use its best efforts to provide MCI with Intellectual Property Rights related to AT&T INDIANA's unbundled Network Elements as necessary to permit MCI to use such unbundled Network Elements in the same manner as AT&T INDIANA.
- 18.2 AT&T INDIANA agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCI the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T INDIANA will

provide a list of all Vendor/Licensors applicable to the subject unbundled Network Element(s). AT&T INDIANA shall promptly notify MCIIm of any Vendor/Licensors from which AT&T INDIANA is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T INDIANA shall, at MCIIm's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to MCIIm.

- 18.3 Intentionally Omitted.
- 18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among AT&T INDIANA and requesting carriers using that unbundled network element.
- 18.5 AT&T INDIANA will indemnify MCIIm for any claims of infringement arising from MCIIm's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T INDIANA has obtained the necessary rights provided in Section 18.2(i).
- 18.6 Intentionally Omitted.
- 18.7 Except as set forth in Section 18.2, AT&T INDIANA hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCIIm's (or any Third Parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCIIm's Network Elements) in AT&T INDIANA's network or MCIIm's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled Network Elements are vendor licenses and warranties and are a part of the Intellectual Property Rights AT&T INDIANA agrees in Section 18.2 to use its best efforts to obtain.
- 18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19. NOTICES

- 19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:
- 19.1.1 delivered personally;
- 19.1.2 delivered by express overnight delivery service;
- 19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
- 19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

19.2.1 in the case of written notice, the date of actual receipt; or

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

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MCIm CONTACT	AT&T INDIANA CONTACT
NAME/TITLE	V.P. & Deputy General Counsel, Network and Information Technology	Contract Administration ATTN: Notices Manager
STREET ADDRESS	Verizon Business 1133 19 th Street NW	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Washington, DC 20036	Dallas, TX 75202-5398
FACSIMILE NUMBER	(202) 736-6382	214-464-2006

Copy to: Verizon Business
Senior Manager, Carrier Agreements
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601
Fax: (312) 470-5575

19.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

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

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or

promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. INTENTIONALLY OMITTED

22. CONFIDENTIALITY

22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :

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

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

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

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the

Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

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

22.4 Return of Confidential Information

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

22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:

22.5.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

22.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

22.5.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

22.5.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or

22.5.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

22.5.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with the requirements of this Agreement.

22.6 Proposed Disclosure of Confidential Information to a Governmental Authority

22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed

disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.

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

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

22.7 Customer Proprietary Network Information ("CPNI")

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

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

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

23. INTERVENING LAW

- 23.1 In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Agreement or either Party's obligations under Applicable Law, then the Parties, upon the written request of either Party, shall negotiate promptly and in good faith in order to amend the Agreement in accordance with such statutes, rules, regulations or orders. In the event the Parties cannot agree on an amendment within sixty (60) days after the date of a written request to negotiate, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 12 (Dispute Escalation and Resolution). Anything to the contrary in this Agreement notwithstanding, the Parties shall continue to comply with all obligations set forth in this Agreement during the pendency of any negotiations or dispute resolution pursuant to this Section 23.
- 23.2 The Parties agree that amendments to the rates and prices contained in this Agreement shall be subject to the requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.
- 23.3 Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.
- 23.4 As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.

24. GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations, interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the State of INDIANA shall govern, without regard to its conflicts of laws principles.

25. REGULATORY APPROVAL

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 et. seq.). Each Party shall deliver to the other Party a representation of authorization that applies to all orders

submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

- 26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.
- 26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix UNE of this Agreement.

27. COMPLIANCE AND CERTIFICATION

- 27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 27.2 Each Party will be responsible for obtaining all necessary state certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement
- 27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

28. LAW ENFORCEMENT

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

28.1 Intercept Devices:

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

28.2 Subpoenas:

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

28.3 Emergencies:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

29.1 Each Party is an independent contractor and has and hereby retains the right, subject to Section 32 of these General Terms and Conditions (Delegation to Affiliate and Subcontracting), to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

29.3 Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31. ASSIGNMENT

31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this

- 31.2 Intentionally Omitted.
- 31.3 If during the term, AT&T INDIANA sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T INDIANA shall provide MCIIm not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCIIm acknowledges that AT&T INDIANA shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that MCIIm must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCIIm's interests pursuant to this Agreement AT&T INDIANA shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCIIm and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which AT&T INDIANA is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that AT&T INDIANA owns or leases which are used in connection with AT&T INDIANA's provision to MCIIm of any Interconnection, resale services, unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

32. DELEGATION TO AFFILIATE AND SUBCONTRACTING

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

the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 33.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, transport disposal, or any other management by or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 33.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T INDIANA shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T INDIANA or any person acting on behalf of AT&T INDIANA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T INDIANA or any person acting on behalf of AT&T INDIANA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T INDIANA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T INDIANA or any person acting on behalf of AT&T INDIANA.
- 33.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, MCI shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T INDIANA or any person acting on behalf of AT&T INDIANA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T INDIANA or any person acting on behalf of AT&T INDIANA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T INDIANA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T INDIANA or any person acting on behalf of AT&T INDIANA.
- 33.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

- 33.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 33.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

34. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or, if appropriate, be excused from performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

35. TAXES

- 35.1 Each Party purchasing Interconnection, Resale Services, unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to, the Interconnection, Resale Services, unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 35.2 With respect to any purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities products or services under this Agreement if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax (ii) the purchasing party shall be required to pay all such taxes to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to

include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 35.3 With respect to any purchase hereunder of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 35.4 Intentionally Omitted.
- 35.5 Intentionally Omitted.
- 35.6 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 35.7 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 35.8 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 35.9 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes

or exempts a purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

35.10 With respect to any Tax or Tax controversy covered by this Section 35, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

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

36. NON-WAIVER

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

37. INTENTIONALLY OMITTED

38. INTENTIONALLY OMITTED

39. INTENTIONALLY OMITTED

40. CUSTOMER INQUIRIES

40.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and

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

40.3 Except as otherwise provided in this Agreement, MCI shall be the primary point of contact for MCI's end user customers with respect to the services MCI provides such end user customers.

40.4 Customer Contact. MCI will provide the exclusive interface to MCI end user customers concerning service provided by MCI, except as MCI may otherwise specify. When MCI requires AT&T INDIANA personnel or systems to interface with MCI end user customers, the AT&T INDIANA personnel shall identify themselves as representing MCI, or any brand as MCI may specify, and shall not identify themselves as representing AT&T INDIANA or any other entity.

41. EXPENSES

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

42. CONFLICT OF INTEREST

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

43. SURVIVAL

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification, Confidential Information, Limitation of Liability, Deposits, Non-payment and Disconnection, Dispute Resolution and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

44. INTENTIONALLY OMITTED

45. AMENDMENTS AND MODIFICATIONS

45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless agreed to by the Parties or specifically ordered by the Commission.

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

46. INTENTIONALLY OMITTED

47. INTENTIONALLY OMITTED

48. AUTHORITY

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

48.2 MCIIm represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. MCIIm represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49. COUNTERPARTS

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

50. ENTIRE AGREEMENT

50.1 The terms contained in this Agreement and all Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

51. PURCHASING FROM TARIFFS

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

52. ALTERNATIVELY BILLED SERVICES

- 52.1 The Parties agree that Alternately Billed Services (ABS) shall mean local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the AT&T INDIANA's unbundled Local Switching (ULS) or UNE-P, further defined in the 13 State ABS Agreement. ABS is subject to the terms, conditions and pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004.

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

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

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

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

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

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

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

"Affiliate" is as defined in the Act.

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

"Alternate Billing Service" (ABS) means a service that allows end user customers to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

"Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders and permits, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

"Automated Message Accounting" (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

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

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

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

“Billed Number Screening” (BNS) means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

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

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

“Carrier” see Telecommunications Carrier.

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

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

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

“Collocation” is as described by Applicable Law.

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

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

“Commission” means the Indiana Utility Regulatory Commission.

“Common Channel Signaling” (CCS) means a method of exchanging call set-up and network control data over a digital signaling network used to transport supervision signals, control signals and data messages. It is a special network, fully separate from the transmission path of the public switched network that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

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

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

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

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

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

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

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

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

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

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

“Dialing Parity” is as defined in the Act.

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

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

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

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

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

"End User" means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. An IXC, CAP or CMRS provider may only be considered an end user if it uses a telecommunications service provided at retail by either of the Parties for administrative purposes and does not resell the telecommunications service to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

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

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

"Exchange Access" is as defined in the Act.

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

"Exchange Service" means Telephone Exchange Service, as defined in the Act.

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

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

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

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

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

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

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

"Interconnection" is the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

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

“InterLATA” is as defined in the Act.

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

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

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

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

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

“Local Routing Number” (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

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

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

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

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

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

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

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

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

“Network Element” is as defined in the Act.

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

“North American Numbering Plan” (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

“Numbering Plan Area” (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs, also known as a “Service Access Codes” (SAC Codes) are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

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

“NXX” or “Central Office Code” is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

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

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

“Party” means either AT&T INDIANA or MCI. “Parties” means both AT&T INDIANA and MCI.

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

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

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

“Rate Center” means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

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

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

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

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

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

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

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

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

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

“Telecommunications” is as defined in the Act.

“Telecommunications Carrier” is as defined in the Act.

“Telecommunications Equipment” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

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

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

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

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

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

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

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

BONA FIDE REQUEST (“BFR”) PROCESS

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1. GENERAL CONDITIONS

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

2. BFR APPLICATION FORM

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

3. RESPONSIBILITIES OF THE PARTIES

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

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

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

- 3.4.1 If the Preliminary Analysis indicates that AT&T INDIANA will provide the BFR Item, MCI may, at its discretion, provide written authorization for AT&T INDIANA to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T INDIANA deems relevant to MCI's request for the BFR Item.
- 3.4.1.1 MCI's written authorization to develop the BFR Quote must be received by AT&T INDIANA within thirty (30) calendar days of MCI's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCI's obligation to pay AT&T INDIANA' reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCI for AT&T INDIANA to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCI to submit a new BFR.
- 3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, AT&T INDIANA shall provide to MCI a BFR Quote.
- 3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCI must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse AT&T INDIANA for its reasonable costs incurred in the preparation of the BFR Quote. If MCI believes AT&T INDIANA' BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, AT&T INDIANA does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCI will reimburse AT&T INDIANA for its reasonable costs incurred in preparing the BFR Quote.

4. PRICES

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

**APPENDIX
PHYSICAL COLLOCATION**

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APPENDIX PHYSICAL COLLOCATION

1 INTRODUCTION

AT&T INDIANA will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of MCIIm telecommunications equipment and facilities on AT&T INDIANA property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via an AT&T INDIANA approved vendor (hereinafter referred to as Dedicated Space) within AT&T INDIANA Eligible Structure as defined in Section 2, Definitions, following. MCIIm will lease the Dedicated Space from AT&T INDIANA 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. AT&T INDIANA will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T INDIANA will permit collocation in Adjacent Structures located on AT&T INDIANA's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications 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 AT&T INDIANA'S Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and applicable effective FCC regulations and judicial rulings. 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 Any Physical Collocation arrangement that was provided under state tariff or prior interconnection agreement ("251(c)(6) Physical Collocation Arrangement") that remains in place on the Effective Date shall be converted to this Appendix, as of the Effective Date ("Billing Conversions"). The Billing Conversions shall only involve changes in the applicable pricing, and AT&T INDIANA will not impose any charge(s) on MCIIm to perform such Billing Conversions

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only. The rates implemented via this Agreement shall apply to all existing 251(c)(6) Physical Collocation Arrangements without the need for a specific request by MCIIm that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require MCIIm to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that an order for 251(c)(6) Physical Collocation submitted by MCIIm is pending as of the Effective Date, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the agreement (e.g., state tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.1.3 Because the Collocation Rates will apply on a prospective basis only, neither Party will 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 prior to the effective date.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of any conflict with the Collocation Services Handbook, AT&T INDIANA's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T INDIANA's TP76300MP.

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 has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. 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 AT&T INDIANA Eligible Structure is Legitimately Exhausted, and MCIIm's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, MCIIm has the option and AT&T INDIANA shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIIm's site is located on a property that is contiguous to or within one standard city block of AT&T INDIANA's Central Office or Eligible Structure.
- 2.4 Adjacent Structure - MCIIm-provided structure placed on AT&T INDIANA property (Adjacent On-site) or non-AT&T 13-STATE 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.
- 2.5 Augment - A request from MCIIm to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 Cross-Connect - A service order-generated connection of one or more MCIIm's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 Direct Connection - Sometimes inappropriately called a cross-connect, this is a cable connection between MCIIm's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another MCIIm's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

- 2.8 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of MCIm, (e.g., brighter lighting above MCIm's cage, circular cage, different style tile within the cage).
- 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 (5) days, day denotes business day.
- 2.10 Delivery Date - The date on which AT&T INDIANA provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T INDIANA has completed all it has to do and is not dependent on when or whether MCIm has completed its work.
- 2.11 Dedicated Space - Denotes the space assigned for MCIm's Physical Collocation arrangement located in AT&T INDIANA Eligible Structure.
- 2.12 Effective Billing Date - The date AT&T INDIANA completed its work as required by MCIm's accurate and complete application and made the Physical Collocation space available to MCIm, regardless of any failure by MCIm to complete its work.
- 2.13 Eligible Structure - Eligible Structure refers to AT&T INDIANA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T INDIANA that house its network facilities, and all structures that house AT&T INDIANA's facilities on public rights-of-way.
- 2.14 Extraordinary Charges - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T INDIANA incurs to meet the specific request of an individual CLEC and will not typically benefit either other CLECs or AT&T INDIANA as defined in Section 17.
- 2.15 Inactive 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.
- 2.16 Individual Case Basis (ICB) - AT&T INDIANA may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from MCIm that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 Infrastructure Systems - Denotes 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, and smoke purge.
- 2.18 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for AT&T INDIANA and for MCIm in AT&T INDIANA eligible structures in all collocation footprints areas and/or AT&T INDIANA common areas in the technologies and geographical locations for which they are approved by AT&T INDIANA.
- 2.18.1 AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers) - These suppliers are approved to perform CO installation work for AT&T INDIANA and for CLECs in AT&T INDIANA central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T INDIANA per the letter codes listed in a table on the Tier 1 list on <https://clec.sbc.com/clec>.

- 2.18.2 AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers) - These suppliers have been approved to perform collocation installation work for CLECs in all 13 states of the AT&T INDIANA central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 Interconnector's Guide for Collocation (Collocation Handbook) or like document is a publication provided to CLECs that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T INDIANA's, which is located on the AT&T INDIANA CLEC ONLINE Web-Site (<https://clec.sbc.com/clec>), as amended from time to time.
- 2.20 Legitimately Exhausted - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 Main Distribution Frame - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.22 Non-Standard Collocation Request (NSCR) - AT&T INDIANA may seek to impose non-standard charges for requirements based on requests from MCIIm that are beyond the terms, conditions, and rates established in this Appendix.
- 2.23 Preparation Charges - Denotes those charges associated with the initial preparation of MCIIm's Dedicated Space.
- 2.24 Remote Terminals - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for MCIIm's equipment.
- 2.25 Technical Publications - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.sbc.com/clec>.
- 2.26 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. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. 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.
- 2.27 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 UNEs of AT&T INDIANA's network.
- 2.28 Unused Space - Any space (i) existing in AT&T INDIANA's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T INDIANA's or any third party, (iii) that is not occupied by AT&T INDIANA's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T INDIANA's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T INDIANA's or Requesting MCIIm's) would not violate any local or state law, rule or

ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T INDIANA's warranty on proximate.

3 GENERAL

3.1 Certification

3.1.1 MCIm requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T INDIANA shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T INDIANA allocates the charges for space preparation and security charges on a prorated basis so the first CLEC in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique MCIm requests for collocation options directly attributable to MCIm will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 MCIm and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T INDIANA requirements. The Installation Supplier shall coordinate with the AT&T INDIANA representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.sbc.com/clec>.

3.4 Safety

3.4.1 MCIm shall be responsible for the safety instruction of its employees or representatives. MCIm shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T INDIANA or other telecommunications carriers. MCIm shall immediately report to the AT&T INDIANA representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of MCIm while on AT&T INDIANA premises or any OSHA inspection or citations issued to MCIm while on AT&T INDIANA premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 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. AT&T INDIANA will rent parking spaces to MCIm on a first-come, first-served basis if such space is available. MCIm may not park in spaces that are reserved for AT&T INDIANA vehicles and which are designated as reserved. AT&T INDIANA shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 MCIm shall be allowed to have reasonable use of and access to loading docks. MCIm and AT&T INDIANA are required to follow all posted traffic and AT&T INDIANA signs and follow all applicable parking and traffic laws and ordinances.

3.7 MCIm's Equipment and Facilities

- 3.7.1 MCIm is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. MCIm 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:
 - 3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;
 - 3.7.1.2 its equipment;
 - 3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 3.7.1.4 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 MCIm and only if and as required; and
 - 3.7.1.5 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.
- 3.7.2 AT&T INDIANA neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

- 3.8.1 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.
- 3.8.2 If AT&T INDIANA 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 MCIm's collocation arrangement, AT&T INDIANA will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each MCIm located within the Eligible Structure, based on the total space utilized by each MCIm.
- 3.8.3 Should AT&T INDIANA benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting MCIm, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T INDIANA be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not MCIm was collocated in the CO), AT&T INDIANA shall absorb all of the costs related to such an upgrade.

- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4 LIMITATION OF LIABILITY

- 4.1 Limitation of Liability shall be governed by General Terms and Conditions of this agreement.

- 4.2 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.
- 4.3 Insurance shall be governed by the General Terms and Conditions of this Agreement.
 - 4.3.1 A certificate of insurance stating the types of insurance and policy limits provided MCIm must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T INDIANA as well. If a certificate is not received, AT&T INDIANA will notify MCIm, and MCIm will have five (5) business days to cure the deficiency.

5 INDEMNIFICATION

- 5.1 Except as otherwise provided herein, Indemnification shall be governed by the General Terms and Conditions of this Agreement.
- 5.2 Casualty Loss
 - 5.2.1 Damage to Dedicated Space
 - 5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of MCIm's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T INDIANA 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 untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T INDIANA has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while MCIm was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T INDIANA opts not to rebuild, then AT&T INDIANA shall notify MCIm within thirty (30) business days following such occurrence that MCIm's use of the Dedicated Space will terminate as of the date of such damage. Upon MCIm's election, AT&T INDIANA must provide to MCIm, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.
 - 5.2.1.2 Any obligation on the part of AT&T INDIANA to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for MCIm by AT&T INDIANA.
 - 5.2.2 Damage to Eligible Structure
 - 5.2.2.1 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 AT&T INDIANA's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T INDIANA, at its option, may terminate services provided via this Appendix by giving MCIm ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6 SECURITY

- 6.1 AT&T INDIANA may impose the following reasonable security measures on MCIm to assist in protecting its network and equipment from harm. AT&T INDIANA may impose security arrangements as stringent as the security arrangements AT&T INDIANA

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, AT&T INDIANA may impose the more stringent requirements. 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. AT&T INDIANA 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 MCIIm.

6.1.1 MCIIm will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 MCIIm technicians will be security-qualified by MCIIm and will be required to be knowledgeable of AT&T INDIANA security standards. MCIIm personnel and technicians will undergo the same level of security training or its equivalent that AT&T INDIANA's own employees and authorized contractors must undergo. AT&T INDIANA will not, however, require MCIIm to receive security training from AT&T INDIANA, but will provide information to MCIIm on the specific type of training required.

6.1.1.2 MCIIm can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T INDIANA's Technical Publications via <https://clec.sbc.com/clec>.

6.1.1.3 MCIIm and AT&T INDIANA will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T INDIANA for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of MCIIm or AT&T INDIANA in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of MCIIm or AT&T INDIANA in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T INDIANA property:

6.1.1.3.1 Theft or destruction of AT&T INDIANA's or MCIIm's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T INDIANA property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T INDIANA property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T INDIANA property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T INDIANA or MCIIm's equipment on AT&T INDIANA property; and

6.1.1.3.6 Carrying a weapon on AT&T INDIANA property.

In addition, MCIIm and AT&T INDIANA will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T INDIANA or MCIIm of AT&T INDIANA's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T INDIANA's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in AT&T INDIANA, provided the Handbook and any and all updates to it are timely provided to MCIIm at no charge.

- 6.1.1.4 Intentionally Omitted.
- 6.1.1.5 AT&T INDIANA may use reasonable security measures to protect its equipment. In the event AT&T INDIANA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T INDIANA 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 MCIIm be required to pay for both an interior security partition to separate AT&T INDIANA's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
 - 6.1.1.5.1 AT&T INDIANA's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T INDIANA's equipment. AT&T INDIANA's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T INDIANA's space. To the extent that AT&T INDIANA is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T INDIANA's expense.
 - 6.1.1.5.2 AT&T INDIANA'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.
 - 6.1.1.5.3 AT&T INDIANA's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T INDIANA's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
 - 6.1.1.5.4 If AT&T INDIANA chooses to enclose its own equipment, AT&T INDIANA 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.
 - 6.1.1.5.5 AT&T INDIANA 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 AT&T INDIANA cannot prove that other reasonable security methods cost more than an interior security partition around AT&T INDIANA's equipment, AT&T INDIANA cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from MCIIm.

6.1.1.5.6 If AT&T INDIANA elects to erect an interior security partition and recover the cost, it must demonstrate to MCIm that other reasonable security methods cost more than an interior security partition around AT&T INDIANA's equipment at the time the price quote is given.

6.1.1.6 MCIm will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T INDIANA will not delay MCIm's entry into an Eligible Structure or access to its collocated equipment. AT&T INDIANA will provide MCIm with reasonable access to restroom facilities and parking. MCIm will also have reasonable access to MCIm's assigned space during construction.

7 DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T INDIANA is responsible for providing MCIm personnel a contact number for AT&T INDIANA 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, MCIm will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T INDIANA will not delay MCIm's entry into an Eligible Structure.

7.1.2 MCIm is responsible for providing to AT&T INDIANA personnel a contact number for MCIm technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T INDIANA. 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.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T INDIANA grants to MCIm 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.

7.3 Trouble Status Reports

7.3.1 AT&T INDIANA and MCIm are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T INDIANA or MCIm's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T INDIANA and MCIm will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T INDIANA or MCIm is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T INDIANA or MCIm.

7.4 Service Coordination

7.4.1 AT&T INDIANA is responsible for coordinating with MCIm to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

- 7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T INDIANA shall inform MCIm if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If MCIm's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.
- 7.5.2 In the event that MCIm disputes the AT&T INDIANA placement of the space into Inactive Space, then MCIm may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T INDIANA will provide all relevant documentation to MCIm agent supporting its placement of MCIm's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T INDIANA-designated representative in writing within five (5) business days of notification to MCIm. If MCIm fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At MCIm's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The AT&T INDIANA representative will escort one (1) MCIm agent on the inspection tour. If MCIm agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, MCIm agent shall promptly advise AT&T INDIANA orally and in writing within five (5) business days of the completion of the inspection tour. MCIm may dispute the AT&T INDIANA findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T INDIANA to justify the basis for placement of MCIm's space in Inactive Space. If MCIm fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

- 7.6.1 AT&T INDIANA will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that MCIm will have a variety of collocation options from which to choose:
- 7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides MCIm with an individual enclosure (not including a top). This enclosure is an area designated by AT&T INDIANA within an Eligible Structure to be used by MCIm for the sole purpose of installing, maintaining and operating MCIm-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T INDIANA will not provide MCIm's personnel or agents with direct access to AT&T INDIANA's Main Distribution Frame (MDF), with the exception of AT&T INDIANA's Approved Vendor.
- 7.6.1.2 AT&T INDIANA 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, MCIm 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., fifty (50) square feet of caged space) and will ensure that the first CLEC in a AT&T INDIANA premises will not be responsible for the entire cost of site preparation and security.

- 7.6.1.2.1 MCIm must comply with all methods, procedures and guidelines followed by AT&T INDIANA in constructing such an arrangement. MCIm 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 21 following will apply. If MCIm elects to install or requests that AT&T INDIANA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.
- 7.6.1.3 Caged Shared Collocation - AT&T INDIANA will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more MCIm may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each MCIm will be based upon the percentage of total space utilized by each MCIm. Accordingly, AT&T INDIANA will not provide MCIm's personnel or agents with direct access to AT&T INDIANA's Main Distribution Frame (MDF), with the exception of AT&T INDIANA's Approved Vendor.
- 7.6.1.4 Cageless Collocation - AT&T INDIANA 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 (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T INDIANA will provide space in single bay increments, including available space adjacent to or next to AT&T INDIANA's equipment. MCIm will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T INDIANA. AT&T INDIANA will not require MCIm to use an intermediate interconnection arrangement (i.e., POT frame). AT&T INDIANA may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T INDIANA will not provide MCIm's personnel or agents with direct access to AT&T INDIANA's Main Distribution Frame (MDF), with the exception of the AT&T INDIANA Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T INDIANA Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T INDIANA will permit MCIm to physically collocate on AT&T INDIANA's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T INDIANA uses to house telecommunication equipment, to the extent technically feasible. AT&T INDIANA and telecommunications carrier will mutually agree on the location of the designated space on AT&T INDIANA premises where the Adjacent Structure will be placed. AT&T INDIANA will not unreasonably withhold agreement as to the site desired by MCIm. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as

to the site desired by MCIIm. AT&T INDIANA will offer the following increments of power to the Adjacent Structure: AT&T INDIANA will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T INDIANA will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, MCIIm may choose to provide its own AC and DC power to the Adjacent Structure. AT&T INDIANA will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T INDIANA shall permit MCIIm 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 AT&T INDIANA or MCIIm. Accordingly, AT&T INDIANA will not provide MCIIm's personnel or agents with direct access to AT&T INDIANA's Main Distribution Frame (MDF), with the exception of AT&T INDIANA's Approved Tier 1 Vendor.

7.6.1.5.1 MCIIm 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.

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

7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within AT&T INDIANA Eligible Structure is Legitimately Exhausted, and MCIIm's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, MCIIm has the option and AT&T INDIANA shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if MCIIm's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T INDIANA Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When MCIIm elects to utilize an Adjacent Off-site Arrangement, MCIIm shall provide both the AC and DC power required to operate such facility. MCIIm may provide its own facilities to AT&T INDIANA's premises or

to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. MCIIm may subscribe to facilities available in the UNE rate schedule of MCIIm's Agreement.

7.6.1.6.4 At the time MCIIm requests this arrangement, MCIIm 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. AT&T INDIANA shall provide a response to MCIIm 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 AT&T INDIANA's facilities. AT&T INDIANA shall make best efforts to meet the time intervals requested by MCIIm and, if it cannot meet MCIIm's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T INDIANA will provide the option to MCIIm to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event MCIIm chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T INDIANA 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 telecommunications carrier seeking collocation in AT&T INDIANA's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, MCIIm 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, MCIIm 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 this Appendix.

7.7.2 MCIIm may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T INDIANA's receipt of the confirmatory response in writing for an initial collocation arrangement 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 Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T INDIANA will notify MCIIm prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of MCIIm's Dedicated Space with potential to disrupt MCIIm's services. AT&T

INDIANA will provide such notification to MCIIm at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T INDIANA will inform MCIIm as soon as practicable by telephone of all emergency-related activities that AT&T INDIANA or its subcontractors are performing in the general area of MCIIm's Dedicated Space, or in the general area of the AC and DC power plants which support MCIIm's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that MCIIm may take reasonable actions necessary to protect MCIIm's Dedicated Space.

8 ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T INDIANA eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T INDIANA's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T INDIANA will submit to a requesting Telecommunications Carrier a report indicating AT&T INDIANA's available collocation space in a particular AT&T INDIANA Eligible Structure upon request AT&T INDIANA. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of CLECs, and any modifications in the use of the space since the last report. The report will also include measures that AT&T INDIANA is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

8.1.3 Should MCIIm 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.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T INDIANA shall notify MCIIm 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. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T INDIANA's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T INDIANA will notify MCIIm that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T INDIANA's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to MCIIm.

- 8.1.4.4 AT&T INDIANA will file a notice that MCIIm's request was denied with the state Commission as appropriate. In the event of a denial, AT&T INDIANA will concurrently submit to both the appropriate Commission and MCIIm, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the amount of space requested by MCIIm, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section 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.
- 8.1.4.5 In the event AT&T INDIANA denies MCIIm's request and MCIIm disputes the denial, MCIIm may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T INDIANA'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.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T INDIANA representative and the designated agent for MCIIm, who will participate in the tour.
- 8.1.4.7 AT&T INDIANA will provide all relevant documentation to MCIIm agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T INDIANA's representative will accompany and supervise MCIIm agent on the inspection tour.
- 8.1.4.8 If MCIIm agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, MCIIm agent shall promptly so advise AT&T INDIANA. MCIIm and AT&T INDIANA shall then each concurrently prepare a report detailing its own findings of the inspection tour. MCIIm and AT&T INDIANA 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 AT&T INDIANA to justify the basis for any denial of collocation requests.
- 8.1.4.9 Legitimately Exhausted. Before AT&T INDIANA may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T INDIANA 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 AT&T INDIANA's response to MCIIm's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T INDIANA may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T INDIANA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T INDIANA or for future use by AT&T INDIANA 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. AT&T INDIANA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T INDIANA 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, MCIIm will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T INDIANA’s Interconnector’s Collocation Services Handbook (<https://clec.sbc.com/clec>) for Physical Collocation in AT&T INDIANA and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by MCIIm and appropriate fees paid to AT&T INDIANA.

8.1.5.1.1 MCIIm wishing AT&T INDIANA 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 AT&T INDIANA to process the application for each of the preferred methods. If MCIIm provides adequate information and its preferences with its application, AT&T INDIANA would not require an additional application, nor would MCIIm be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If MCIIm only wishes AT&T INDIANA to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T INDIANA is unable to provide MCIIm’s requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If MCIIm determines the alternative method of collocation meets their needs, MCIIm will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of MCIIm’s application and initial Planning Fee payment, AT&T INDIANA will begin development of the quotation. AT&T INDIANA will advise MCIIm in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T INDIANA will allow MCIIm to retain its place in the collocation queue so long as MCIIm cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T INDIANA shall advise MCIIm that its request for Physical Collocation is granted, and confirm

the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T INDIANA will not select for MCIm the type of Physical Collocation to be ordered.

8.1.5.2.1 MCIm has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

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

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

8.1.5.4 Should MCIm submit twenty-one (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.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by MCIm must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; 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 AT&T INDIANA normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). MCIm will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 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. 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.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by MCIIm. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T INDIANA shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T INDIANA's receipt of the confirmatory response in writing from MCIIm with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T INDIANA will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by MCIIm.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T INDIANA will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when MCIIm has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where MCIIm installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T INDIANA shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to MCIIm's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T INDIANA will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of MCIm's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T INDIANA will be installing all or some of the bays, and MCIm is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where MCIm is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where MCIm is requesting DC power greater than fifty (50) amps per feed, AT&T INDIANA will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T INDIANA installs interconnection and power cabling. AT&T INDIANA will provide a reduced interval for MCIm with existing Physical Collocation space when it requests the following interconnection augments for that existing space. MCIm must submit to AT&T INDIANA's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for MCIm's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when MCIm requests any of the following augments; 1) AT&T INDIANA will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to MCIm'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 on the same floor between one MCIm and another MCIm provided MCIm is interconnected with AT&T INDIANA's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

- 8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T INDIANA bays, AT&T INDIANA cable racks and/or cage expansions within Active Collocation Space different than described above will require MCIIm to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.
 - 8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T INDIANA will work cooperatively with MCIIm to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
 - 8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T INDIANA no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to MCIIm by AT&T INDIANA.
 - 8.2.5.1.3 During AT&T INDIANA delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T INDIANA, MCIIm and/or their AT&T INDIANA Approved Tier 1 Vendor (s) may request AT&T INDIANA to do work in parallel with AT&T INDIANA throughout the remaining delivery interval. MCIIm must obtain an approved Method of Procedures (MOP) from AT&T INDIANA and follow AT&T INDIANA's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

- 8.3.1 In the event that MCIIm cancels its collocation application after AT&T INDIANA has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T INDIANA has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T INDIANA might have, MCIIm shall be responsible in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon MCIIm's request, AT&T INDIANA will provide MCIIm with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

- 8.4.1 Unless there are unusual circumstances, AT&T INDIANA will notify MCIIm that the Dedicated Space is ready for occupancy within five (5) business days of AT&T INDIANA completion of preparation of the Dedicated Space.
 - 8.4.1.1 Upon MCIIm's receipt of such notice, AT&T INDIANA and MCIIm shall, upon MCIIm's request, conduct an acceptance walk-through of such

space. MCIm shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by MCIm as exceptions, which shall be mutually agreed to as exceptions by AT&T INDIANA. These exceptions shall be corrected by AT&T INDIANA as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T INDIANA's expense.

8.4.1.2 Upon completion of such corrections, AT&T INDIANA will again notify MCIm that the Dedicated Space is ready for occupancy and the Parties will, upon MCIm's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by MCIm, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which MCIm accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by MCIm to complete its work or occupy the space.

8.4.2 MCIm will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T INDIANA's network or obtain access to AT&T INDIANA_UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T INDIANA has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T INDIANA has refused to interconnect with MCIm, the one hundred eighty (180) day deadline shall be extended until AT&T INDIANA allows MCIm to interconnect. AT&T INDIANA, however, may extend beyond the one hundred eighty (180) days provided MCIm demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented MCIm from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until MCIm's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent MCIm establishes to AT&T's satisfaction that MCIm's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means MCIm is using between sixty (60) and one hundred percent (100%) of MCIm's existing collocation space arrangement, caged or cageless, in a particular

Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T INDIANA.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of MCIIm's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T INDIANA's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T INDIANA.

8.4.3 If MCIIm fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another MCIIm or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T INDIANA provides MCIIm with written notice of such failure and MCIIm does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T INDIANA or obtain access to AT&T INDIANA UNEs by that tenth (10th) business day. In any event, MCIIm shall be responsible in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, MCIIm's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T INDIANA's network or interconnected to another MCIIm's equipment that resides within the same structure, provided MCIIm's equipment is used for interconnection with AT&T INDIANA's network or to obtain access to AT&T INDIANA's UNEs, for the purpose of providing this service.

8.4.5 If MCIIm causes AT&T INDIANA to prepare the Dedicated Space and then MCIIm does not use the Dedicated Space (or all the Dedicated Space), MCIIm will pay AT&T INDIANA the monthly recurring and other applicable charges as if MCIIm were using the Dedicated Space, until such time as MCIIm submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T INDIANA 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, MCIIm is required to move its Dedicated Space or adjacent space collocation structure. AT&T INDIANA will notify the Resident CLEC(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T INDIANA will provide the Resident CLEC(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If MCIIm is required to relocate under this Section, MCIIm will not be required to pay any application fees associated with the application required for arranging for new space. MCIIm shall be responsible for the costs 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 AT&T INDIANA, 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 AT&T INDIANA's reasonable discretion. In addition, MCIIm's presence in AT&T INDIANA Central Offices or adjacent space collocation structures should not prevent AT&T INDIANA from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T INDIANA determines that MCIIm must relocate due to any of the above reasons, AT&T INDIANA will make all reasonable efforts to minimize disruption of MCIIm's services. In addition, the costs of the move will be shared equally by AT&T INDIANA and MCIIm, unless the Parties agree to a different financial arrangement.

8.5.3 If MCIIm 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, AT&T INDIANA shall permit MCIIm to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. MCIIm 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.

8.5.3.1 AT&T INDIANA shall maintain a publicly available document for viewing on the Internet at <https://clec.sbc.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T INDIANA will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T INDIANA will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by MCIIm or upon order of the appropriate Commission. AT&T INDIANA shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination. If MCIIm vacates or abandons a collocation arrangement such vacatur or abandonment shall not affect MCIIm's obligations to pay any charges owed in connection with such collocation arrangement (including but not limited to any Custom Work, ICB, NSCR or Extraordinary Charges that MCI has agreed to pay, including but not limited to those for which payment was not yet due at the time of vacatur or abandonment). In the event of vacatur or abandonment, any such charges shall be due within thirty (30) days of such vacatur or abandonment.

- 8.7 Billing and Non Billing Dispute Resolution, Escrow and Late Payment Charges will be governed by the General Terms and Conditions or Appendix Invoicing of this Agreement as applicable.
- 8.8 Allowances for Interruptions
- 8.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T INDIANA's designated contact point and ends when the Physical Collocation arrangement is operative and reported to MCIIm's designated contact. A credit allowance will be made to MCIIm where the interruption is due to the actions or negligence of AT&T INDIANA.
- 8.8.2 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.
- 8.8.3 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. MCIIm shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.
- 8.8.4 A credit allowance will not apply to any interruption of the items maintained and repaired by MCIIm or MCIIm's third Party vendor.

9 FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 MCIIm 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). AT&T INDIANA will only permit copper or coaxial cable as the transmission medium where MCIIm can demonstrate to AT&T INDIANA that use of such cable will not impair AT&T INDIANA's ability to service its own customers or subsequent CLECs.
- 9.1.2 AT&T INDIANA shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T INDIANA cable. AT&T INDIANA will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T INDIANA also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T INDIANA shall perform work as is necessary to make available such separate points of entry for MCIIm at the same time that it makes such separate points of entry available for itself. In each instance where AT&T INDIANA performs such work in order to accommodate its own needs and those specified by MCIIm in MCIIm's written request, MCIIm and AT&T INDIANA shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T INDIANA and CLECs.
- 9.1.3 MCIIm is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T INDIANA, and leaving sufficient length of the cable in the manhole for AT&T INDIANA to fully extend MCIIm-provided facilities through the cable vault to the Dedicated Space. If MCIIm has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, MCIIm's request for entrance fiber will expire and a new request must be submitted along with applicable fees. MCIIm must notify AT&T INDIANA no later

than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T INDIANA provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to MCIIm).

10 USE OF DEDICATED SPACE

10.1 Nature of Use – Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, MCIIm may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T INDIANA under 47 U.S.C. § 251(c)(2) or accessing AT&T INDIANA's UNEs under 47 U.S.C. § 251(c)(3) of the Act. Such uses are limited to interconnection to AT&T INDIANA's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T INDIANA's UNEs "for the provision of a telecommunications service."
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIIm from obtaining interconnection with AT&T INDIANA at a level equal in quality to that which AT&T INDIANA obtains within its own network or AT&T INDIANA provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIIm from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as MCIIm seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIIm seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T INDIANA's property.
- 10.1.4 MCIIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T INDIANA's premises on a non-discriminatory basis solely to support and be used with equipment that MCIIm has collocated in the same premises. AT&T INDIANA may not limit MCIIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.

- 10.1.5 AT&T INDIANA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of MCIIm's equipment and facilities.
- 10.1.6 When MCIIm's Physical Collocation arrangement is within the Eligible Structure, MCIIm 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). AT&T INDIANA will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, MCIIm shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by MCIIm shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T INDIANA grounds surrounding the Eligible Structure in which the Dedicated Space is located. MCIIm may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that MCIIm 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. MCIIm's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. MCIIm 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. MCIIm shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T INDIANA, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 MCIIm shall furnish AT&T INDIANA a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When MCIIm's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T INDIANA and written approval or denial of the equipment will be forwarded to MCIIm.

10.2.3 Limitations

10.2.3.1 AT&T INDIANA's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by MCIIm, is limited to the extent that AT&T INDIANA would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T INDIANA will ensure that MCIIm is provided collocation space at least equal in quality to that provided to AT&T INDIANA, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 MCIIm'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. MCIm shall provide AT&T INDIANA 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.

10.3.2 AT&T INDIANA will not delay MCIm employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T INDIANA will provide MCIm with reasonable access to restroom facilities and parking. All access is provided subject to compliance by MCIm's employees, agents and contractors with AT&T INDIANA's policies and practices pertaining to fire, safety and security (i.e., MCIm must comply with Section 6 of this Appendix).

10.3.3 MCIm agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, MCIm shall surrender the Dedicated Space or land for an adjacent structure to AT&T INDIANA, in the same condition as when first occupied by MCIm, except for ordinary wear and tear.

10.3.4 AT&T INDIANA will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to MCIm at the Eligible Structure. However, through agreement between AT&T INDIANA and MCIm, MCIm may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by MCIm's or AT&T INDIANA's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, MCIm equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T INDIANA's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 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.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, MCIm 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 MCIm 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 AT&T INDIANA standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by MCIm 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 MCIm at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall MCIm or any person acting through or on behalf of MCIm 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 AT&T INDIANA. AT&T INDIANA shall consider a modification, improvement, addition, repair or other alteration requested by MCIIm, provided that AT&T INDIANA has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T INDIANA provided construction shall be paid by MCIIm in accordance with AT&T INDIANA's custom work order process.

11 USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more CLECs within an Eligible Structure pursuant to the terms and conditions agreed to between CLECs. AT&T INDIANA will make Shared Collocation cages available to all CLECs. In making shared caged arrangements available AT&T INDIANA will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All CLECs, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, MCIIm 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 AT&T INDIANA, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T INDIANA.

11.2 MCIIm may request that AT&T INDIANA provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space ("New Shared Collocation"), or
- (ii) a request by MCIIm to enter into a sublease arrangement with another Resident CLEC(s) in MCIIm's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more CLECs have interconnection agreements with AT&T INDIANA use a shared collocation cage, AT&T INDIANA will permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original CLEC.

11.2.2 The Primary CLEC shall submit a request and any subsequent order for New Shared Collocation. MCIIm must use a contractor/vendor to perform the necessary preparation activities within MCIIm's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T INDIANA, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T INDIANA, and MCIIm shall be solely responsible for all charges of any such contractor/vendor. MCIIm must 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.

11.2.3 In each Shared Caged Collocation arrangement, AT&T INDIANA's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary CLEC". For New Shared Collocation, the Primary CLEC shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident CLECs (as defined below). For Subleased Shared Collocation, the Primary CLEC shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement.

- 11.2.3.1 For purposes of this Section, each CLEC (including Resident CLEC(s) and the Primary CLEC) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident CLEC".
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary CLEC that authorize each other Resident CLEC to utilize the Connecting Facility Assignments associated with the Primary CLEC and signed by each Resident CLEC that authorize the Primary CLEC to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident CLECs.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident CLECs shall request New Shared Collocation from AT&T INDIANA in a single application. AT&T INDIANA will prorate the Preparation Charges incurred by AT&T INDIANA to condition the space for Collocation use among the Resident CLECs utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident CLEC based on the percentage attributable to each Resident CLEC as provided on the Collocation order by the Primary CLEC, provided that the percentage attributable to the Resident CLECs in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T INDIANA will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first CLEC in an AT&T INDIANA Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T INDIANA shall not be required to adjust such allocation if another Resident CLEC subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T INDIANA shall bill only the Primary CLEC for, and the Primary CLEC shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary CLEC's responsibility to recover from each other Resident CLEC such MCIIm's proportionate share of such other charges billed to the Primary CLEC for the New Shared Cage Collocation. If MCIIm is a Resident CLEC but not the Primary CLEC in a New Shared Collocation arrangement, MCIIm agrees that the Primary CLEC's rates, terms and conditions relating to New Shared Collocation set forth in the Primary CLEC's Section 251/252 agreement under which the Primary CLEC purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if MCIIm is the Primary CLEC in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, MCIIm shall require its Resident CLEC(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident CLEC(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T INDIANA as a third party beneficiary of such agreement. MCIIm, acting in its capacity as Primary CLEC, shall notify its Resident CLEC(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident CLEC(s).
- 11.4 For Subleased Shared Collocation, if MCIIm is the Primary CLEC, then MCIIm shall be responsible for its and its Resident CLEC's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another CLEC to sublease space from MCIIm, MCIIm shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such MCIIm's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T INDIANA as a third party beneficiary of such agreement. MCIIm, acting in its capacity as Primary CLEC, shall notify its Resident CLEC(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident CLEC(s). If MCIIm is the sublessee (i.e., not the Primary CLEC) in a Subleased Shared Collocation arrangement,

MCIm agrees that Primary CLEC's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary CLEC's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- 11.5 MCIm with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T INDIANA or for access to AT&T INDIANA's Unbundled Network Elements. AT&T INDIANA shall provide MCIm access to AT&T INDIANA's Unbundled Network Elements and permit MCIm to interconnect its network with AT&T INDIANA from Shared Caged Collocation, regardless if MCIm was the original CLEC. MCIm, however, shall have no right to request and AT&T INDIANA shall have no obligation to provide MCIm's Resident CLECs access to AT&T INDIANA's Unbundled Network Elements or AT&T INDIANA's network. Instead, a Resident CLEC's rights shall be as determined by such Resident CLEC's contractual arrangement (Section 251/252 agreement) with AT&T INDIANA.
- 11.6 As a condition of entering into Shared Caged Collocation, MCIm agrees that if it is not the Primary CLEC in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T INDIANA the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary CLEC in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident CLECs must immediately identify a new Primary CLEC. If only one CLEC remains in the Shared Cage Collocation, that MCIm shall become the Primary CLEC. AT&T INDIANA shall bill the new Primary CLEC any applicable charges to change AT&T INDIANA's records and databases to reflect such new Primary CLEC.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, AT&T INDIANA will permit CLECs to construct their own direct connection (cross-connect) facilities to other physical CLECs using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T INDIANA imposes on its own equipment. AT&T INDIANA shall not require physical-to-physical CLECs to purchase any equipment or cross-connect capabilities solely from AT&T INDIANA. If requested by MCIm, AT&T INDIANA will provide only the installation of physical structure(s) and the associated labor necessary for MCIm to pull its facilities from its equipment space to the equipment space of another CLEC. However if CLECs cannot physically pull the cable themselves (i.e. located on different floors), AT&T INDIANA will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T INDIANA (1) will not make any physical connection within MCIm's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon (except to the extent AT&T INDIANA causes damage to the cable or connections); and (3) will not maintain any records concerning these connections.
- 11.7.2 If a physical CLEC and a virtual CLEC both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T INDIANA will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to CLECs' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T INDIANA imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by CLECs. At AT&T INDIANA's option, the connection may be made either by AT&T INDIANA or by CLECs' installers, who shall be on the list of approved installation vendors.

12 STANDARDS

12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T INDIANA network equipment areas of Eligible Structures by AT&T INDIANA or MCIm must meet AT&T INDIANA minimum safety standards. The minimum safety standards are as follows: (1) MCIm's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) MCIm must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T INDIANA) prior to January 1, 1998 with no known history of safety problems. MCIm will be expected to conform to the same accepted procedures and standards utilized by including AT&T INDIANA and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T INDIANA denied Collocation of MCIm's equipment, citing safety standards, AT&T INDIANA will provide within five (5) business days of MCIm's written request to AT&T INDIANA representative(s), a list of AT&T INDIANA equipment which AT&T INDIANA locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T INDIANA equipment met or exceeded the same safety standards for which MCIm's equipment was denied.
- 12.1.3 In the event that AT&T INDIANA and MCIm disagree whether or not the equipment MCIm seeks to collocate is necessary for interconnection or access to UNEs or whether or not the equipment MCIm seeks to collocate meets the applicable minimum safety standards, MCIm may not collocate the equipment while the parties pursue dispute resolution. MCIm may collocate the equipment if and at such time as the dispute is resolved in its favor. In the event AT&T INDIANA denies a request to collocate a particular piece of equipment on the basis that the equipment is not necessary for interconnection or access to UNEs, AT&T INDIANA will work cooperatively with MCIm to attempt to identify alternative types of equipment that may be collocated for the permitted purposes. AT&T INDIANA's sole purpose for such cooperative work will be to help MCIm identify types of equipment that may qualify for collocation under the FCC's "necessary" standard set forth in the *Collocation Remand Order (Advanced Services Fourth Report and Order)*. AT&T INDIANA will not recommend particular equipment, including any particular brands. The decision whether or not a type or particular piece of equipment is appropriate for use with MCIm's network will remain solely with MCIm, with no warranties or guarantees from AT&T INDIANA. Should the parties be unable to agree within 15 days either party may bypass the dispute resolution provisions of this appendix and seek dispute resolution via the appropriate state commission's expedited dispute resolution process.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T INDIANA 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 set forth in the General Terms and Conditions of the Agreement.

12.2 Compliance Certification

12.2.1 MCIIm also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13 RE-ENTRY

13.1 If MCIIm shall default in performance of any material provision herein, and the default shall continue for ninety (90) calendar days after receipt of AT&T INDIANA's written notice (which notice shall be provided pursuant to the notice provisions set forth in the general terms and conditions of the Agreement), or if MCIIm abandons its Dedicated Space, AT&T INDIANA may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space specified in AT&T INDIANA's notice, expel MCIIm and anyone claiming under MCIIm, remove MCIIm's property, and terminate the services provided via the Dedicated Space specified in AT&T INDIANA's notice without prejudice to any other remedies either Party might have. If MCIIm disputes AT&T INDIANA's notice of default pursuant to the dispute resolution provisions set forth in the general terms and conditions of the Agreement, AT&T INDIANA may not re-enter MCIIm's Dedicated Space during the pendency of the dispute.

13.2 AT&T INDIANA may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for MCIIm at any time after sending the notice required by the preceding Section.

14 SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T INDIANA 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 MCIIm for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T INDIANA tariffs.

14.2 Maintenance

14.2.1 AT&T INDIANA shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by MCIIm to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 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>.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T INDIANA 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.

15 AT&T INDIANA's RIGHT OF ACCESS

15.1 AT&T INDIANA, its agents, employees, and other AT&T INDIANA-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 AT&T INDIANA hereunder, and for any other purpose deemed reasonable by AT&T INDIANA. AT&T INDIANA may access the Dedicated Space for purpose of averting any threat of harm imposed by MCIIm or its equipment or facilities upon the operation of AT&T INDIANA equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T INDIANA will notify MCIIm 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.

16 PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by MCIIm as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 AT&T INDIANA 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 AT&T INDIANA for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 MCIIm will be permitted to contract its own work for the preparation activities within MCIIm's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T INDIANA, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T INDIANA, and MCIIm 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.

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 MCIIm 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 for use of the Dedicated Space.

17.2 Non-recurring Charges

17.2.1 Non-recurring 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, MCIIm shall pay AT&T INDIANA fifty percent (50%) of the estimated non-recurring charges as specified

for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

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 MCIIm when the Dedicated Space is complete and prior to occupancy.

17.3 Intentionally Omitted.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T INDIANA seeks to impose a rate element or charge to MCIIm that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T INDIANA shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event MCIIm disputes the rate element or charge proposed by AT&T INDIANA that is not specifically provided for in this Appendix or in the Pricing Schedule, MCIIm shall notify AT&T INDIANA of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to MCIIm for any work performed which will benefit or be used by AT&T INDIANA or other CLECs. AT&T INDIANA also may not impose a Custom Work Charge without MCIIm'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 MCIIm and AT&T INDIANA is not reached regarding the Custom Work Charge, AT&T INDIANA shall complete construction of MCIIm's space pending resolution of the issue by the appropriate Commission and MCIIm may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by MCIIm or owed to AT&T INDIANA 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 MCIIm that has overpaid or the amount due to AT&T INDIANA 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 CLECs, such work shall not be considered custom work; instead, AT&T INDIANA shall file the appropriate interconnection agreement amendment. However, AT&T INDIANA shall not delay completion of such work during the agreement approval process. AT&T INDIANA shall perform such work based upon provisional rates, subject to true up.

17.6 Extraordinary Charges – MCIIm will be responsible for all extraordinary construction costs, incurred by AT&T INDIANA to prepare the Collocation space for the installation of MCIIm's equipment and for extraordinary costs to maintain the Collocation space for MCIIm's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting CLEC).

17.6.1 AT&T INDIANA will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

- 17.6.2 AT&T INDIANA will allocate the costs fairly among itself, MCIIm and other CLECs, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to MCIIm prior to AT&T INDIANA commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T INDIANA must advise MCIIm if extraordinary costs will be incurred within twenty (20) business days of MCIIm's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of MCIIm's signed acceptance and payment.

18 RATE REGULATIONS (AT&T INDIANA DOES ALL WORK)

- 18.1 MCIIm may elect to have AT&T INDIANA provision the collocation site or MCIIm may elect to hire an AT&T INDIANA Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (MCIIm Does Own Work).

18.2 Rate Elements

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

18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in AT&T INDIANA's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T INDIANA, recovers AT&T INDIANA's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for MCIIm's request for the Physical Collocation arrangements. The initial Planning Fee will apply to MCIIm's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 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 MCIIm provided equipment that requires AT&T INDIANA 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.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

- 18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each MCIIm shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T INDIANA shall bill the original CLEC for space. However, AT&T INDIANA shall bill the other CLECs in the shared cage for use of Network Elements and interconnection separately as required. CLECs located in a Caged Common Collocation area shall

have direct billing arrangements with AT&T INDIANA for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

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

18.2.3.1.2 AT&T INDIANA 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, MCIIm 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., fifty (50) square feet of cage space), and will ensure that the first CLEC in AT&T INDIANA's premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T INDIANA shall bill the original CLEC for space. CLECs located in a Caged Common Collocation area shall have direct billing arrangements with AT&T INDIANA for floor space and all other applicable interconnection arrangements. When MCIIm constructs its own cage and related equipment, MCIIm will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

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

18.2.3.1.4 If MCIIm elects to install, or requests that AT&T INDIANA 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 applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T INDIANA within AT&T INDIANA:

- Construction costs
- Operating costs

18.2.3.1.4.2 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

18.2.3.1.4.3 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

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T INDIANA 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 AT&T INDIANA 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

18.2.3.1.4.5 Cage Preparation

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

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 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 AT&T INDIANA within an Eligible Structure to be used by MCIIm for the sole purpose of installing, maintaining and operating MCIIm-provided equipment.

18.2.3.2.2 AT&T INDIANA will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. MCIIm 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 CLEC in AT&T INDIANA's premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each MCIIm will be based upon the number of frames used by each MCIIm.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T INDIANA within AT&T INDIANA:

- Construction costs
- Operating costs

18.2.3.2.2.2 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

18.2.3.2.2.3 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

- Aisle lighting
- 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

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T INDIANA 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 AT&T INDIANA 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

18.3 DC Power Amperage Charge

18.3.1 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 MCIm for its power arrangement. By way of example, where MCIm orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill MCIm 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 and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge 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 ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by MCIm for its power arrangement. By way of example, where MCIm orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T INDIANA will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but

AT&T INDIANA shall only bill MCIm the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 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 non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 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 MCIm may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T INDIANA technical support. This rate element may be provided by AT&T INDIANA.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

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

18.3.6 Security Cards

18.3.6.1 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. AT&T INDIANA will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For CLECs and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), MCIm may request that the twenty-one (21) day interval be expedited, and AT&T INDIANA will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for MCIm-provided facility between AT&T INDIANA designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T INDIANA in pulling MCIm's cable facilities from AT&T INDIANA designated manhole, through AT&T INDIANA cable vault and through AT&T INDIANA cable support structure to MCIm's equipment.

18.3.9 AT&T INDIANA to Collocation Interconnection Arrangement Options

18.3.9.1 MCIm will select one or more of the interconnection arrangements listed below.

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

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

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

18.3.9.1.2.1 This sub-element is an AT&T INDIANA-provided cable arrangement of one (1) DS3 connection per cable arrangement between MCIIm's equipment bay and AT&T INDIANA network. This rate element may not be provided by MCIIm. MCIIm will not be permitted access to AT&T INDIANA Main Distribution Frame. If regeneration is required because the cabling distance between MCIIm's termination point located in an Adjacent Structure and AT&T INDIANA's cross-connect bay exceeds ANSI limitations or where MCIIm specifically requests regeneration, it will be at MCIIm's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T INDIANA-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between MCIIm's equipment bay and AT&T INDIANA network. These rate elements may not be provided by MCIIm. MCIIm will not be permitted access to AT&T INDIANA Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T INDIANA network. This rate element may not be provided by MCIIm. MCIIm will not be permitted access to AT&T INDIANA Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T INDIANA provided single signal from AT&T INDIANA timing source to provide synchronization between MCIIm's single Network Element and AT&T INDIANA's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T INDIANA to MCIIm's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 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 CLECs, any modifications in the use of space since the generation of the last available report, and measures that AT&T INDIANA is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective MCIIm may elect to arrange with AT&T INDIANA to visit an Eligible Structure for the purpose of permitting MCIIm to determine if the structure meets its business needs and if space is available in the structure for the potential MCIIm's Physical Collocation arrangement. If the prospective MCIIm elects to pre-visit AT&T INDIANA's Eligible Structures, MCIIm must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective MCIIm will not be allowed to take photographs, make copies of AT&T INDIANA site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T INDIANA will provide an employee of AT&T INDIANA to conduct the pre-visit, unless a different number of AT&T INDIANA employees are mutually agreed upon. MCIIm will be billed for the time of the assigned AT&T INDIANA employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, MCIIm will be charged for the time AT&T INDIANA employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 MCIIm will be charged for the time AT&T INDIANA employees spend during the construction inspection with MCIIm, based on fifteen (15)-minute increments. If any travel expenses are incurred, MCIIm will be charged for the time AT&T INDIANA employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If MCIIm elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T INDIANA Eligible Structure, AT&T INDIANA will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for MCIIm's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should MCIIm elect to have AT&T INDIANA provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when MCIIm is requesting any Interconnection Terminations between MCIIm's Adjacent On-site structure and AT&T INDIANA on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to MCIIm's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If MCIIm elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T INDIANA Eligible Structure and MCIIm's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T INDIANA will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIIm's site is located on a property that is contiguous to or within one standard city block of AT&T INDIANA's Central Office or Eligible Structure. When MCIIm elects to collocate by Adjacent Off-site Arrangement, MCIIm shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when MCIIm is requesting any Interconnection Terminations between MCIIm's Adjacent Off-site structure and AT&T INDIANA on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to MCIIm's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for MCIIm provided facility in, on, under/over or through the ground between AT&T INDIANA designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

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

18.3.19.1 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.

18.3.20 Miscellaneous Charges (Optional)

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

18.3.21 Collocation to Collocation Connection

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

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T INDIANA 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.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T INDIANA 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.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T INDIANA 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.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

MCIIm may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and MCIIm infrastructure installed within its Physical Collocation space. MCIIm is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. MCIIm must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If MCIIm is unable to complete the following activities within the designated time frame, MCIIm may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove MCIm's equipment bays (relay racks) from the Physical Collocation space, using an AT&T INDIANA Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove MCIm's equipment from the Physical Collocation space, using an AT&T INDIANA Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T INDIANA rack level. MCIm must use an AT&T INDIANA Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove MCIm's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T INDIANA Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove MCIm's miscellaneous items from within the Physical Collocation space, using an AT&T INDIANA Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, MCIm will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will MCIm be responsible for cable mining (removal). Instead AT&T INDIANA will perform those tasks. MCIm will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If MCIm fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, AT&T INDIANA may complete those items and charge MCIm for any and all claims, expenses, fees or other costs associated with any such completion by AT&T INDIANA, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at MCIm's risk and expense, and MCIm will hold AT&T INDIANA harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, MCIm's AT&T INDIANA Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after AT&T INDIANA confirms 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.

19.3 Space Reassignment. Intentionally Omitted.

19.4 Power Reduction

19.4.1 MCIm may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If MCIm desires to disconnect a power arrangement (A&B feed), MCIm will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If MCIm desires to reduce the amperage on a power cable feed, MCIm will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T INDIANA power source. In either case, MCIm must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. MCIm shall submit an augment application in order to process this request.

19.4.2 If MCIm desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T INDIANA BDFB or an AT&T INDIANA Power Plant. When MCIm is requesting to reduce the fuse capacity only, the fees

referenced in Section 19.9 will apply. When MCIIm has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to MCIIm.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T INDIANA BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) MCIIm must hire an AT&T INDIANA Approved Tier 1 Vendor to coordinate fuse changes at the AT&T INDIANA BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T INDIANA Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), AT&T INDIANA shall coordinate the fuse changes at the AT&T INDIANA Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either AT&T INDIANA's BDFB or Power Plant, the AT&T INDIANA Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, MCIIm must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T INDIANA rack level. MCIIm must use an AT&T INDIANA Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When MCIIm has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), MCIIm has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If MCIIm chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If MCIIm has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), MCIIm must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 MCIIm may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. MCIIm shall submit an augment application in order to process this request. MCIIm must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. AT&T INDIANA will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, MCIIm must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T INDIANA rack level. MCIIm must use an AT&T INDIANA approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- (A) Application Fee – The charge assessed by AT&T INDIANA to process MCIIm’s application for Physical Collocation Arrangements.
- (B) Project Management Fee – Complete Space Discontinuance – Reflects AT&T INDIANA’s labor costs to project manage the complete discontinuance of MCIIm’s space. The labor costs include the AT&T INDIANA engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- (C) Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.
- (D) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5”x11” paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5”x11” paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5”x11” paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5”x11” paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable – Distribution from the AT&T INDIANA BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated

with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

- (J) Remove Power Cable – Distribution from the AT&T INDIANA Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile – Standard Bay – Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment. Intentionally omitted.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee – The charge assessed by AT&T INDIANA to process MCIm's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Power Reduction (cable removal) - Reflects AT&T INDIANA's labor costs to manage the removal of the individual CLEC's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable – Distribution from AT&T INDIANA BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable – Distribution from AT&T INDIANA Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal,

packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- (A) Application Fee – The charge assessed by AT&T INDIANA to process MCIIm's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Power Re-Fusing Only at AT&T INDIANA BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T INDIANA's labor costs to project manage the change of the power re-fusing change on MCIIm's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T INDIANA BDFB. This fee is applicable when MCIIm is coordinating the fuse reduction at AT&T INDIANA BDFB.
- (C) Project Management Fee – Power Re-Fusing Only at AT&T INDIANA Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects AT&T INDIANA's labor costs to project manage the change of the individual CLEC's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T INDIANA Power Board. This fee is applicable when AT&T INDIANA is coordinating the fuse reduction at AT&T INDIANA Power Board.
- (D) Power Fuse Reductions on AT&T INDIANA BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for AT&T INDIANA to tag cables and update Central Office power records associated with the fuse change on the AT&T INDIANA BDFB per one to four (1-4) fuses. This fee applies when MCIIm performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T INDIANA Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T INDIANA to change the fuse at AT&T INDIANA power board, tag cables and update Central Office power records associated with fuse change on AT&T INDIANA Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee – The charge assessed by AT&T INDIANA to process MCIIm's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Interconnection Termination Reduction – The charge reflects AT&T INDIANA's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T INDIANA Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T INDIANA PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (MCIM DOES OWN WORK) - MCIm RESPONSIBILITIES

21.1 MCIm may elect to provision the collocation site or MCIm may elect to hire AT&T INDIANA to provision the collocation site per previous Sections.

21.2 When MCIm selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T INDIANA Approved Tier 1 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.

21.3 MCIm has the option to provide, install and terminate its interconnection cabling between MCIm's Dedicated Space and AT&T INDIANA Main Distribution Frame or its equivalent by AT&T INDIANA Approved Tier 1 Vendor. This option is only available if MCIm does all three (3) activities associated with interconnection cabling: provide, install and terminate. MCIm may not elect to do some but not all the activities. MCIm must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If MCIm selects this option, AT&T INDIANA will install and stencil termination blocks or panels at AT&T INDIANA Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to MCIm. Intervals and provisioning for this option are found Section 8.2. MCIm's AT&T INDIANA Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T INDIANA and follow AT&T INDIANA's Technical Publication TP 76300 for installation of equipment and facilities;

21.4 MCIm has the option to provide, install, and terminate its power cable leads between MCIm's Dedicated Space and AT&T INDIANA's Battery Distribution Fuse Bay (BDFB) by using an AT&T INDIANA Approved Tier 1 Installation Vendor. When AT&T INDIANA designated power termination point is at the Power Plant Primary Distribution, MCIm's AT&T INDIANA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. MCIm must contact AT&T INDIANA Project Manager five (5) business days prior to scheduling a request for the termination of MCIm's power cable leads to AT&T INDIANA Power Plant Primary Distribution, which will be performed by AT&T INDIANA. This option is only available if MCIm does all three (3) activities associated with the power cable lead unless described otherwise within this Section. MCIm may not elect to do some but not all the activities unless otherwise permitted in this Section. If MCIm selects this option, MCIm must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. MCIm's AT&T INDIANA Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T INDIANA and follow AT&T INDIANA's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (MCIm Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when MCIm installs interconnection and power cabling. AT&T INDIANA will notify MCIm as to whether its request for space is

granted or denied due to a lack of space within ten (10) calendar days from receipt of MCIIm's accurate and complete Physical Collocation Application. If AT&T INDIANA determines that MCIIm's Physical Collocation Application is unacceptable, AT&T INDIANA shall advise MCIIm of any deficiencies within this ten (10) calendar day period. AT&T INDIANA shall provide MCIIm with sufficient detail so that MCIIm has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, MCIIm 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. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T INDIANA shall construct and turnover to MCIIm's the requested Physical Collocation Space. The delivery interval begins on the date AT&T INDIANA receives an accurate and complete Physical Collocation Application from MCIIm. MCIIm must provide AT&T INDIANA, 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 will not commence until such time as AT&T INDIANA has received such response and payment. If MCIIm has not provided AT&T INDIANA such response and payment by the twelfth (12) calendar day after the date AT&T INDIANA notified MCIIm its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T INDIANA's receipt of the confirmatory response in writing from MCIIm with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T INDIANA taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by MCIIm, 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.

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

Table 1

Number of All Applications submitted by One MCIIm 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

21.5.3.2 Should MCIIm 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 MCIIm

submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T INDIANA will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 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.

21.5.4 The second fifty percent (50%) payment must be received by AT&T INDIANA prior to the space being turned over to MCIIm. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to MCIIm by AT&T INDIANA.

21.5.5 For the following Augments, MCIIm must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

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

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

21.5.5.2 The delivery interval for the above Augments is determined by AT&T INDIANA 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 MCIIm, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to MCIIm by AT&T INDIANA with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T INDIANA from MCIIm will be processed in the order received unless MCIIm provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One MCIIm 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	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should MCIm 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 applications 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 AT&T INDIANA from MCIm 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 MCIm 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 exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T INDIANA will work cooperatively with MCIm to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T INDIANA's receipt of the confirmatory response in writing for an initial collocation arrangement 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 telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T INDIANA Central Offices

21.6.1 Caged Collocation

21.6.1.1 When MCIm constructs its own cage and related equipment, MCIm will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When MCIm selects the option to provide and install its power cable by an AT&T INDIANA Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. MCIm will not be permitted access to AT&T INDIANA Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T INDIANA 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 telecommunications carriers AT&T INDIANA Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1MCIm is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T INDIANA, and leaving sufficient length of the cable in the manhole for AT&T INDIANA to fully extend MCIm-provided facilities through the cable vault to the Dedicated Space.

21.6.4DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1When MCIm selects the option to provide and install its interconnection cabling by an AT&T INDIANA Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.5DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1When MCIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.6DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1When MCIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.7DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1When MCIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.8DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1When MCIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. MCIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.9Fiber Interconnection Cable Arrangement

21.6.9.1When MCIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the Fiber terminating

panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. MCIIm will not be permitted access to the Main Distribution Frame, but AT&T INDIANA Approved Tier 1 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.

21.6.10 Collocation to Collocation Connection

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

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation 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.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation 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.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) 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.

21.6.10.1.5 Route Design

21.6.10.1.5.1 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.

**APPENDIX
VIRTUAL COLLOCATION**

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APPENDIX VIRTUAL COLLOCATION

1 GENERAL DESCRIPTION

- 1.1 This Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T INDIANA 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 AT&T INDIANA's Unbundled Network Elements (" 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 MCIIm.
- 1.2 Any Virtual Collocation arrangement that was provided under state tariff or prior interconnection agreement ("251(c)(6) Virtual Collocation") that remains in place on the Effective Date shall be converted to this Appendix, as of the Effective Date("Billing Conversions"). The Billing Conversions shall only involve changes in the applicable pricing, and AT&T INDIANA will not impose any charge(s) on MCIIm to perform such Billing Conversion(s).
 - 1.2.1 Prospective Effect
 - 1.2.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.2 shall be effective on a prospective basis only. The rates implemented via this Agreement shall apply to all existing 251(c)(6) Virtual Collocation Arrangements without the need for a specific request by MCIIm that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require MCIIm to incur any new non-recurring collocation area modification or application charges.
 - 1.2.1.2 In the event that an order for 251(c)(6) Virtual Collocation submitted by MCIIm is pending as of the Effective Date, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the agreement (e.g., state tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.
 - 1.2.1.3 Because the Collocation Rates will apply on a prospective basis only, neither Party will 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 prior to the effective date.
- 1.3 Upon request from MCIIm, AT&T INDIANA will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T INDIANA's premises, AT&T INDIANA will offer Virtual Collocation wherein AT&T INDIANA 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, MCIIm may opt for Virtual Collocation wherein MCIIm 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. AT&T INDIANA 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 MCIIm. In the event the FCC determines that AT&T INDIANA may not require a security escort paid for by MCIIm, 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 AT&T INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T INDIANA provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T INDIANA provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which MCIIm wants to gain access using Virtual Collocation can be found in MCIIm's Agreement with AT&T INDIANA.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T INDIANA within AT&T INDIANA'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 AT&T INDIANA within AT&T INDIANA's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T INDIANA CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T INDIANA for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T INDIANA provided Lawful UNEs when the Equipment is Provided by MCIIm.
- 1.8 Virtual Collocation provides for interconnection between AT&T INDIANA and the facilities of a virtual CLEC and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T INDIANA Central Offices and for interconnection with AT&T INDIANA provided Lawful UNEs in AT&T INDIANA Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T INDIANA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T INDIANA CEVs, huts and cabinets. Upon request, AT&T INDIANA will provide a listing of locations of AT&T INDIANA's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when MCIIm uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between MCIIm and AT&T INDIANA. Cross connects associated with Lawful 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 MCIIm 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 AT&T INDIANA's Technical Publication <https://clec.sbc.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, MCIIm may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T INDIANA under 47 U.S.C. § 251(c)(2) or accessing AT&T INDIANA's UNEs under 47 U.S.C. § 251(c)(3) of the Act. Such uses are limited to interconnection to AT&T INDIANA's network "for the transmission and routing of Telephone

Exchange service or Exchange Access," or for access to AT&T INDIANA's UNEs "for the provision of a telecommunications service."

- 1.10.3 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIIm from obtaining interconnection with AT&T INDIANA at a level equal in quality to that which AT&T INDIANA obtains within its own network or AT&T INDIANA provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude MCIIm from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 1.10.4 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as MCIIm seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services MCIIm seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T INDIANA's property.
- 1.10.5 MCIIm may collocate the amount and type of equipment necessary to interconnect or gain access to unbundled Network Elements (including, but not limited to, DSLAMs, routers, ATM multiplexers and remote switching modules), even if such multi-functional equipment is capable of switching and routing traffic or includes enhanced services functionalities. MCIIm may place ancillary equipment and facilities, including cross-connect and other simple frames and routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities, in AT&T INDIANA's premises on a non-discriminatory basis solely to support and be used with equipment that MCIIm has collocated in the same premises. AT&T INDIANA may not limit MCIIm's ability to use all the features, functions and capabilities of collocated equipment, including switching and routing.
- 1.10.6 Intentionally Omitted.
- 1.10.7 Intentionally Omitted.
- 1.10.8 Intentionally Omitted.
- 1.10.9 All types of network equipment placed in AT&T INDIANA network equipment areas of Eligible Structures by AT&T INDIANA or MCIIm must meet AT&T INDIANA minimum safety standards. The minimum safety standards are as follows: (1) MCIIm'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) MCIIm must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T INDIANA) prior to January 1, 1998 with no known history of safety problems. MCIIm will be expected to conform to the same accepted procedures and standards utilized by including AT&T INDIANA and its contractors when engineering and installing equipment.

- 1.10.10 In the event that AT&T INDIANA denied Collocation of MCIIm's equipment, citing Safety Standards, AT&T INDIANA will provide within five (5) business days of MCIIm's written request to AT&T INDIANA representative(s), a list of AT&T INDIANA equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T INDIANA equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event that AT&T INDIANA and MCIIm disagree whether or not the equipment MCIIm seeks to collocate is necessary for interconnection or access to UNEs or whether or not the equipment MCIIm seeks to collocate meets the applicable minimum safety standards, MCIIm may not collocate the equipment while the parties pursue dispute resolution. MCIIm may collocate the equipment if and at such time as the dispute is resolved in its favor. In the event AT&T INDIANA denies a request to collocate a particular piece of equipment on the basis that the equipment is not necessary for interconnection or access to UNEs, AT&T INDIANA will work cooperatively with MCIIm to attempt to identify alternative types of equipment that may be collocated for the permitted purposes. AT&T INDIANA's sole purpose for such cooperative work will be to help MCIIm identify types of equipment that may qualify for collocation under the FCC's "necessary" standard set forth in the *Collocation Remand Order (Advanced Services Fourth Report and Order)*. AT&T INDIANA will not recommend particular equipment, including any particular brands. The decision whether or not a type or particular piece of equipment is appropriate for use with MCIIm's network will remain solely with MCIIm, with no warranties or guarantees from AT&T INDIANA. Should the parties be unable to agree within 15 days either party may bypass the dispute resolution provisions of this appendix and seek dispute resolution via the appropriate state commission's expedited dispute resolution process.
- 1.10.12 Regarding safety, MCIIm equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T INDIANA'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 Sections 1.12.3 of this Appendix.
- 1.11 MCIIm may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment MCIIm purchases and MCIIm may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of MCIIm who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T INDIANA chooses to have its personnel present when the CLEC equipment is installed, then AT&T INDIANA's presence will be at its own expense. However, if AT&T INDIANA 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 AT&T INDIANA.

- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T INDIANA provides Virtual Collocation for interconnection to AT&T INDIANA 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 AT&T INDIANA's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T INDIANA or (2) access to AT&T INDIANA's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T INDIANA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T INDIANA CEVs, huts and cabinets.

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 AT&T INDIANA Eligible Structure is Legitimately Exhausted, and MCIm's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, MCIm has the option and AT&T INDIANA shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if MCIm's site is located on a property that is contiguous to or within one standard city block of AT&T INDIANA's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When MCIm elects to utilize an Adjacent Off-site Arrangement, MCIm shall provide both the AC and DC power required to operate such facility. MCIm may provide its own facilities to AT&T INDIANA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. MCIm may subscribe to facilities available in the UNE rate schedule of MCIm's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if MCIm's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T INDIANA's Central Office or Eligible Structure.
- 2.3.2 At the time MCIm requests this arrangement, MCIm 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. AT&T INDIANA shall provide a response to MCIm 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 AT&T INDIANA's facilities. AT&T INDIANA shall make best efforts to meet the time intervals requested by MCIm and, if it cannot meet MCIm'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, AT&T INDIANA will provide the option to MCIm to relocate its equipment from an

Adjacent or an Adjacent Off-site Facility into the interior space. In the event MCIIm chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- 2.4 Adjacent Structure - An MCIIm-provided structure placed on AT&T INDIANA 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. AT&T INDIANA and telecommunications carrier will mutually agree on the location of the designated space on AT&T INDIANA premises where the adjacent structure will be placed. AT&T INDIANA will not unreasonably withhold agreement as to the site desired by MCIIm.
- 2.5 Augment - A request from MCIIm to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of MCIIm, (e.g., painting a cage). Custom work may not be charged to MCIIm for any work performed which will benefit or be used by AT&T INDIANA or other CLECs. AT&T INDIANA also may not impose a Custom Work Charge without MCIIm'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 MCIIm and AT&T INDIANA is not reached regarding the Custom Work Charge, AT&T INDIANA shall complete construction of MCIIm's space pending resolution of the issue by the Commission and MCIIm may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by MCIIm or owed to AT&T INDIANA 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 MCIIm in the amount it has overpaid or the amount due to AT&T INDIANA 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, AT&T INDIANA shall file the appropriate interconnection agreement amendment. However, AT&T INDIANA shall not delay completion of such work during the agreement approval process. AT&T INDIANA 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 MCIIm's Physical Collocation arrangement located in AT&T INDIANA Eligible Structure.
- 2.9 Eligible Structure - Eligible Structure refers to AT&T INDIANA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T INDIANA that house its network facilities, and all structures that house AT&T INDIANA'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 AT&T INDIANA may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T INDIANA 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 AT&T INDIANA's response to MCIm's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in the General Terms & Conditions. In making this determination, AT&T INDIANA may reserve space for transport equipment for current year plus two years. Additionally, AT&T INDIANA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T INDIANA or for future use by AT&T INDIANA 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. AT&T INDIANA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated MCIm 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 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 MCIm'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 Lawful UNEs of AT&T INDIANA's network.

3 PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T INDIANA or access to AT&T INDIANA provided Lawful UNEs is ordered as set forth in AT&T INDIANA's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES. AT&T INDIANA 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 MCIm.
- 3.2 AT&T INDIANA 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 MCIM RESPONSIBILITIES

- 4.1 MCIm will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T INDIANA's Lawful UNEs. MCIm 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 MCIIm-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 MCIIm 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 MCIIm for placement in/on AT&T INDIANA property. Suitable replacements are to be immediately provided to AT&T INDIANA to restore equipment.
- 4.3 MCIIm will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T INDIANA 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 AT&T INDIANA will work cooperatively with MCIIm to develop implementation plans including timelines associated with:
- 5.1.1 Placement of MCIIm'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, MCIIm can provide forecasted information to AT&T INDIANA on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, MCIIm is encouraged to provide AT&T INDIANA with a listing of the equipment types that they plan to virtually collocate in AT&T INDIANA's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T INDIANA personnel are properly trained on MCIIm equipment.

6 INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of MCIIm's application and initial Planning Fee payment, AT&T INDIANA will begin development of the quotation. AT&T INDIANA will notify MCIIm 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, AT&T INDIANA shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. MCIIm 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 MCIIm	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 MCIIm 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 MCIIm may obtain a shorter quote interval by scheduling a meeting with AT&T INDIANA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the MCIIm applications.
- 6.1.6 Once AT&T INDIANA has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential MCIIm in writing with a cover letter. MCIIm 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 MCIIm fails to respond within the forty-five (45) calendar day interval, should MCIIm 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, AT&T INDIANA will allow MCIIm'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 MCIIm 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 MCIIm 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 AT&T INDIANA 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), AT&T INDIANA 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, AT&T INDIANA will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of MCIIm's acceptance of the quotation where power is available and MCIIm 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. AT&T INDIANA will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of MCIIm's acceptance of the quotation where AT&T INDIANA will be installing all or some of the bays. AT&T INDIANA considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of MCIIm'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 AT&T INDIANA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of MCIIm's equipment, arrangement, or facilities.
- 6.3.2 AT&T INDIANA 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 MCIIm and engineered and installed by a mutually agreed upon vendor for MCIIm. MCIIm will have the authority to select installation vendors. All installations of equipment will be in accordance with MCIIm-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 MCIIm and AT&T INDIANA 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, AT&T INDIANA will cooperatively test the collocated equipment and facilities with MCIIm.

6.3.5 AT&T INDIANA 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 MCIIm 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 MCIIm bays or equipment that impact the existing/proposed floor-space area provided to MCIIm 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 MCIIm's application not specified above must be reviewed by AT&T INDIANA to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, MCIIm must submit a Virtual Collocation Application Form to AT&T INDIANA 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 AT&T INDIANA will work cooperatively with MCIIm to negotiate mutually agreeable implementation intervals for augments.

7 EQUIPMENT PROVISIONING

7.1 MCIIm will arrange to deliver to AT&T INDIANA 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 MCIm's equipment.

7.2 For the disconnection of circuits, MCIm will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of MCIm's circuit.

7.3 AT&T INDIANA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of MCIm's circuits.

8 REPAIR OF EQUIPMENT

8.1 Except in emergency situations, MCIm-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of MCIm. In an emergency, AT&T INDIANA may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T INDIANA Central Offices and AT&T INDIANA CEVs, huts and cabinets and are applicable for all repairs performed by AT&T INDIANA on MCIm's facilities and equipment.

8.2 When initiating repair requests on MCIm owned equipment, MCIm must provide AT&T INDIANA with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by MCIm and availability of spare parts as provided by MCIm, AT&T INDIANA 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 MCIm will request any and all maintenance by AT&T INDIANA on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, MCIm must provide AT&T INDIANA with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by MCIm and availability of spare parts as provided by MCIm, AT&T INDIANA will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10 ALARM COLLECTION

10.1 MCIm has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of MCIm's equipment is at the direction and control of MCIm, AT&T INDIANA will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of MCIm.

11 TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, MCIm will work cooperatively with AT&T INDIANA to remove MCIm's equipment and facilities from AT&T INDIANA'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. AT&T INDIANA is not responsible for and will not guarantee the condition of such equipment. MCIm 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 MCIm 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. AT&T INDIANA shall be responsible for exercising reasonable caution when removing virtually collocated

equipment. Any equipment not removed in this time frame may be removed by AT&T INDIANA and stored in a non-Company location, at the expense of MCIIm. Upon termination of the Virtual Collocation, MCIIm 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, AT&T INDIANA may arrange for the removal, and MCIIm will be responsible for any charges incurred to remove the cable. AT&T INDIANA and MCIIm will cooperatively manage the removal process. MCIIm is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T INDIANA instructs MCIIm 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 (AT&T INDIANA 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 AT&T INDIANA under section 251(c)(2) and for access to AT&T INDIANA provided Lawful UNEs under 251(c)(3), when MCIIm 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 AT&T INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T INDIANA provided Lawful UNEs under 251(c)(3) in AT&T INDIANA's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T INDIANA Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T INDIANA provided Lawful UNEs in AT&T INDIANA CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T INDIANA CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T INDIANA 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 AT&T INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T INDIANA's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T INDIANA's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T INDIANA costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for MCIIm's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T INDIANA 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 MCIIm-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 MCIIm'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 AT&T INDIANA'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 AT&T INDIANA expressed as a monthly rate. AT&T INDIANA'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 AT&T INDIANA and MCIIm or among CLECs, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by MCIIm, 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 MCIIm or among MCIIm, 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 AT&T INDIANA 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 AT&T INDIANA 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 AT&T INDIANA 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 AT&T INDIANA 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 Lawful 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 MCIIm's equipment bay are provided by MCIIm. In the event that MCIIm requires a power arrangement that exceeds 50 AMPS from a single source, AT&T INDIANA will cooperatively work with MCIIm 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 MCIIm 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 AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs),but AT&T 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 AT&T INDIANA'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 AT&T INDIANA's Digital Cross Connect System (DCS) functionality purchased from MCIIm'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 AT&T INDIANA's Digital System Cross-Connect Frame (DSX) functionality purchased from MCIIm'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 AT&T INDIANA's Digital Cross Connect System (DCS) functionality purchased from MCIIm'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 AT&T INDIANA's Digital System Cross-Connect Frame functionality purchased from MCIIm'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 AT&T INDIANA'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 AT&T INDIANA provided single signal from AT&T INDIANA's timing source to provide synchronization between MCIIm's single network element and AT&T INDIANA's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by MCIIm are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T INDIANA is responsible for determining when training is necessary and how many of AT&T INDIANA's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of MCIIm's designated equipment not currently used in a wire center selected by MCIIm for Virtual Collocation. AT&T INDIANA will be limited to request training for four (4) of AT&T INDIANA's personnel per location, unless a different number is mutually agreed upon by AT&T INDIANA and MCIIm.

12.4.16.2 MCIIm may have AT&T INDIANA arrange for the required training of AT&T INDIANA's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T INDIANA chooses not to coordinate the required training, MCIIm will assume the responsibility for providing the training. It is then the responsibility of MCIIm 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 AT&T INDIANA employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T INDIANA 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 AT&T INDIANA employee training.

12.4.16.4 AT&T INDIANA will work cooperatively with MCIIm to schedule AT&T INDIANA's personnel training time required for the installation, maintenance and repair of MCIIm's designated equipment. MCIIm will be assessed two hours of the technician additional labor charge for AT&T INDIANA's personnel time required to coordinate training activities with MCIIm. MCIIm 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 MCIIm.

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 AT&T INDIANA to MCIIm for ongoing maintenance of MCIIm's equipment. Any maintenance requirements will be initiated by MCIIm. 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 AT&T INDIANA to MCIIm for repair of MCIIm's equipment. All repair will be at the direction of MCIIm.

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 AT&T INDIANA to MCIIm for evaluating MCIIm'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 AT&T INDIANA to MCIIm for cooperative assisting MCIIm'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 AT&T INDIANA's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T INDIANA's provided Lawful UNEs in AT&T INDIANA'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 MCIIm-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 MCIIm provided facility in, on, under/over or through the ground between AT&T INDIANA CEV, hut, or Cabinet and MCIIm 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 MCIIm 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 AT&T INDIANA 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 MCIIm-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 MCIIm maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, AT&T INDIANA 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 MCIIm's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T INDIANA and other collocators.
- 13.3 After MCIIm has been provided with written notification by AT&T INDIANA 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, MCIIm may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T INDIANA shall immediately make available to MCIIm those drawings, schematics, or other engineering documents that identify the location of MCIIm's equipment and cabling. In the event the requested documents are not immediately available, AT&T INDIANA shall not prevent MCIIm from entering the Eligible Structure. If AT&T INDIANA does not immediately make the requested documents available to MCIIm and MCIIm enters the Eligible Structure, AT&T INDIANA shall deliver the requested documents to MCIIm immediately upon locating same.
- 13.4 AT&T INDIANA will provide a security escort with MCIIm paying the expense for the escort. AT&T INDIANA 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 AT&T INDIANA may not require a security escort paid for by MCIIm, 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 AT&T INDIANA 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, MCI must provide AT&T INDIANA with reasonable notice of the entry. Notice will be provided to AT&T INDIANA's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. MCI providing notice to AT&T INDIANA'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 MCI shall conduct background checks of the technicians who have access to the collocation space. MCI technicians will be security qualified by MCI and will be required to be knowledgeable of AT&T INDIANA 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 AT&T INDIANA or other collocators in jeopardy.
 - 13.7 AT&T INDIANA 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 AT&T INDIANA shall be permitted to recover the cost of such security devices from MCI in a reasonable manner.
 - 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.
 - 13.10 Intentionally omitted.
- 14 OBLIGATIONS OF MCI
- 14.1 Indemnification
 - 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T INDIANA and MCI 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 AT&T INDIANA and MCI. 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 Intentionally omitted.
 - 14.1.3 Intentionally omitted.
 - 14.2 Insurance shall be governed by the General Terms and Conditions of this Agreement.
 - 14.2.1 A certificate of insurance stating the types of insurance and policy limits provided MCI must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T INDIANA as well. If a certificate is not received, AT&T INDIANA will notify MCI and MCI will have five (5) business days to cure the deficiency.
 - 14.3 Conduct while in AT&T INDIANA eligible structure will be governed by Section 6, Security, of the Physical Collocation Appendix.
- 15 COOPERATIVE RESPONSIBILITIES
- 15.1 Qualification of MCI

15.1.1 MCIm technicians will be security qualified by MCIm and will be required to be knowledgeable of AT&T INDIANA's security standards. MCIm personnel and technicians will undergo the same level of security training, or its equivalent that AT&T INDIANA's own employees and authorized contractors must undergo. AT&T INDIANA will not, however, require MCIm to receive security training from AT&T INDIANA, but will provide information to MCIm on the specific type of training required. MCIm can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T INDIANA's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES.

16 RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein MCIm 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 AT&T INDIANA's Offices

16.1.1 This security escort charge consists of the charges for AT&T INDIANA provided security escorts for MCIm Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by MCIm. Labor rates are based upon a ¼ 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 AT&T INDIANA's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T INDIANA provided security escorts for MCIm Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by MCIm. 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 – See Appendix Physical Collocation

17 CDOW (CLECs DOING OWN WORK) - MCIM RESPONSIBILITIES

When MCIm selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T INDIANA 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 MCIm has the option to provide, install and terminate its interconnection cabling between MCIm's dedicated space and AT&T INDIANA Main Distribution Frame (MDF) or its equivalent by AT&T INDIANA Approved Vendor. This option is only

available if MCI does all three (3) activities associated with interconnection cabling: provide, install and terminate. MCI may not elect to do some but not all the activities. MCI must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If MCI selects this option, MCI must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If MCI selects this option, AT&T INDIANA will install and stencil termination blocks or panels at AT&T INDIANA Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to MCI's AT&T INDIANA Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. MCI's AT&T INDIANA Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T INDIANA and follow AT&T INDIANA's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 MCI has the option to provide, install and terminate its power cable leads between MCI's Dedicated Space and AT&T INDIANA's Battery Distribution Fuse Bay (BDFB) by AT&T INDIANA Approved Power Installation Vendor. When AT&T INDIANA designated power termination point is at the Power Plant Primary Distribution, MCI's AT&T INDIANA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 MCI must contact AT&T INDIANA project manager five (5) business days prior to scheduling a request for the termination of MCI's power cable leads to AT&T INDIANA Power Plant Primary Distribution, which will be performed by AT&T INDIANA. This option is only available if MCI does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 MCI may not elect to do some but not all the activities unless otherwise permitted in this Section. If MCI selects this option, MCI 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. MCI's AT&T INDIANA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T INDIANA and follow AT&T INDIANA'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 AT&T INDIANA Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T INDIANA will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T INDIANA. AT&T INDIANA will notify MCI 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 MCI's accurate and complete Virtual Collocation Application. If AT&T INDIANA determines that MCI's Virtual Collocation Application is unacceptable, AT&T INDIANA shall advise MCI of any deficiencies within this ten (10) calendar day period. AT&T INDIANA shall provide MCI with sufficient detail so that MCI has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the

Virtual Collocation arrangement, MCIIm 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 MCIIm installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T INDIANA shall construct and turnover to MCIIm's AT&T INDIANA Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T INDIANA receives a complete and accurate Virtual Collocation Application from MCIIm. MCIIm must provide AT&T INDIANA, 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 AT&T INDIANA has received such response and payment. If MCIIm has not provided AT&T INDIANA such response and payment by twelfth (12th) calendar day after the date AT&T INDIANA notified MCIIm its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T INDIANA's receipt of the confirmatory response in writing from MCIIm with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T INDIANA taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by MCIIm 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 MCIIm by AT&T INDIANA with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T INDIANA from MCIIm will be processed in the order received unless MCIIm provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One MCIIm 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 MCIIm 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 AT&T INDIANA from MCIIm 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 AT&T INDIANA.

17.3.1.4 For example, but not by way of limitation, if MCIIm submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T INDIANA 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 AT&T INDIANA prior to the space being turned over to MCIIm's AT&T INDIANA Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to MCIIm's AT&T INDIANA Approved Vendor by AT&T INDIANA.

17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, MCIIm 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 AT&T INDIANA 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 MCIIm, 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 MCIIm by AT&T INDIANA with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T INDIANA from MCIIm will be processed

in the order received unless MCIIm provides a priority list, whichever is applicable.

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

17.3.3.4 Should MCIIm 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 AT&T INDIANA from MCIIm 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 MCIIm 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, AT&T INDIANA will work cooperatively with MCIIm to negotiate 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 AT&T INDIANA'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 AT&T INDIANA Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When MCIIm selects the option to install the power cable by AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by a AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by a AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by a AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by a AT&T INDIANA 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 MCIIm selects the option to provide and install the interconnection cabling by a AT&T INDIANA 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.

**DIRECTORY ASSISTANCE LISTING
INFORMATION
(DALI)**

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1. INTRODUCTION

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

2. GENERAL TERMS AND CONDITIONS

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

3. UNBUNDLED NETWORK ELEMENT

- 3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of the PUC of INDIANA's rulings, AT&T INDIANA shall provide DALI to MCIIm as an unbundled Network Element.

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

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

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 AT&T INDIANA shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). AT&T INDIANA will provide to MCIIm a telephone number that will permit MCIIm to contact AT&T INDIANA in the event a MCIIm customer ("Calling Party") indicates to MCIIm that he/she must reach a AT&T INDIANA customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T INDIANA DALI database, AT&T INDIANA will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T INDIANA by MCIIm or the contact telephone number of MCIIm.
- 5.1.1 AT&T INDIANA will only accept calls from employees of MCIIm or its affiliates on behalf of MCIIm's end user customers. AT&T INDIANA will not accept calls from MCIIm's end user customers.
- 5.2 MCIIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIIm use the Non-Pub ENS for non-emergency situations.
- 5.3 MCIIm's representative shall provide to AT&T INDIANA (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that

Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T INDIANA will wait approximately thirty (30) minutes and make a second call attempt. If AT&T INDIANA's second call attempt is unsuccessful, AT&T INDIANA will promptly call MCIm and inform MCIm of its inability to reach the Non-Published Customer.
- 5.5 If the Non-Published Customer does not answer but AT&T INDIANA reaches such Non-Published Customer's answering machine or voice mail service, AT&T INDIANA will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T INDIANA by MCIm or the contact telephone number of MCIm. AT&T INDIANA will promptly call MCIm and inform MCIm that AT&T INDIANA left a message for the Non-Published Customer.
- 5.6 Under no circumstances will AT&T INDIANA release Non-Published telephone numbers to a MCIm employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7. ASSIGNMENT

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

8. LIABILITY

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

DIRECTORY ASSISTANCE SERVICES

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10. TERM OF APPENDIX 6

1. INTRODUCTION

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

2. DEFINITIONS

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

3. SERVICES

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

4. CALL BRANDING

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

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

4.2.2.1 Branding charges are included in Appendix Pricing.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

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

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

6. RESPONSIBILITIES OF THE PARTIES

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

7. METHODS AND PRACTICES

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

8. PRICING

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

9. LIABILITY

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

the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T INDIANA' DA operators.

10. TERM OF APPENDIX

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

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1. INTRODUCTION

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

2. TRANSMISSION OF BILLS AND CREDITS

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

will be available via a single telephone number (not through an answering center).

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

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

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

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

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

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

4. REMITTANCE AND PAYMENT OF BILLS FOR RECIPROCAL COMPENSATION

- 4.1 For all bills rendered for services specified in Appendix Reciprocal Compensation, each Party will calculate terminating interconnection minutes of use based on standard recordings made within each Party's network for 251(b)(5) Traffic, Optional EAS Traffic (where applicable), ISP-Bound Traffic, and LEC-carried IntraLATA Toll Traffic. These recordings shall be the basis for each Party to generate Reciprocal Compensation bills to the other Party.
- 4.2 The measurement of minutes of use over interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual interconnection trunk group will be totaled for the entire monthly bill and then rounded to the next whole minute. .
- 4.3 When applicable, the Parties will transmit the summarized originating minutes of use within 15 business days following the prior month's close of business via the CAT11 record process to the terminating Party for subsequent monthly intercompany settlement billing.
- 4.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.
- 4.5 Re-Billing or Back-Billing. The Billing Party can render Amended Invoices or "Back-Bills" in accordance with Section 7 of this Appendix.
- 4.6 Payment of all Reciprocal Compensation billing shall otherwise be due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance

with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late Payment Charges, if any, will be assessed in accordance with the requirements in section 5 of this Appendix.

5. LATE PAYMENT CHARGES

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

6. LIMITS ON BILLING DISPUTES

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

Applicable Law, there shall be no Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.

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

the dispute but shall not deny AT&T INDIANA's claim until AT&T INDIANA has had the opportunity to provide the requested information. AT&T INDIANA shall provide such additional information within thirty (30) days of receipt of MCIm' request, unless the Parties agree to a different period. Any denial by MCIm of a dispute submitted by AT&T INDIANA shall be made in writing and directed to the attention of the AT&T INDIANA contact who filed the dispute.

7. LIMITS ON BACKBILLING

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

8. EXCEPTIONS

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

- 8.3.1 Any such request for an investigation shall follow the claims process in section 6.7. During the pendency of the investigation, the Billed Party must comply with all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a notation of "inaccurate billing," a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.
- 8.3.2 Only amounts above the 130% level are relieved of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing, and only until a revised invoice for the investigated BAN is submitted, or for a period of sixty (60) days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing.
- 8.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.
- 8.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within sixty (60) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.
- 8.3.3 In the event of a consolidation of multiple BANs into a single BAN, the Parties agree that the prior six months average billing for the remaining single BAN will no longer properly represent the basis for the 130% threshold, and that the Parties agree to meet and confer before invoking the withholding rights outlined above on the consolidated BAN.
- 8.4 The Parties obligation under a certain, "Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform ("UNE-P") Alternately Billed Services Messages Between The MCI Competitive Local Exchange Carriers, and The AT&T Incumbent Local Exchange Carriers" effective January 1, 2004.

9. ADDITIONAL COPIES OF BILLS

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

10. OSS BILLING

- 10.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the AT&T INDIANA Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.
- 10.2 AT&T INDIANA shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

- 10.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.
- 10.4 The IS Call Center for the AT&T INDIANA region provides a technical support function for current OSS billing interfaces. MCIIm will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 10.5 AT&T INDIANA shall continue to provide MCIIm electronic billing for the products/services currently billed electronically in the AT&T INDIANA region.
- 10.6 The Parties acknowledge that billing for everything in this Agreement from MCIIm to AT&T INDIANA, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIIm will provide AT&T INDIANA with billing in paper format, unless otherwise mutually agreed.
- 10.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

**INWARD ASSISTANCE OPERATOR SERVICE
(INW)**

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1. INTRODUCTION

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

2. SERVICES

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

3. DEFINITIONS

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

4. RESPONSIBILITIES OF THE PARTIES

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

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

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

5. TOLL CENTER CODES

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

6. PRICING

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

7. MONTHLY BILLING

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

8. LIABILITY

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

9. TERM OF APPENDIX

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

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

APPENDIX LINE SHARING

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1. INTRODUCTION

- 1.1 This Appendix Line Sharing sets forth the terms and conditions under which AT&T INDIANA will provide MCIIm with the High Frequency Portion of the Loop.
- 1.2 In addition to the terms and conditions of this Appendix Line Sharing, AT&T INDIANA shall make HFPL available to MCIIm in accordance with applicable terms and conditions of Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, the Parties agree that the terms of this Appendix Line Sharing shall control.
- 1.3 The Parties agree that final outcomes from any applicable collaborative or proceedings may, at MCIIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications.
- 1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth elsewhere in this Agreement.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 "High Frequency Portion of the Loop" ("HFPL") consists of the frequency range on the copper Loop above the range that carries analog circuit-switched voice band transmissions. The voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz) and DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 2.8 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch

and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3. GENERAL TERMS AND CONDITIONS RELATED TO HFPL

- 3.1 Intentionally Omitted
- 3.2 AT&T INDIANA will provide HFPL for MCIIm to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. AT&T INDIANA will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T INDIANA does not guarantee transmission speeds, available bandwidth nor imply any service level. MCIIm may only deploy xDSL technologies using HFPL when such technology does not interfere with analog voice band transmission.
- 3.3 Intentionally Omitted.
- 3.4 When AT&T INDIANA is the provider of retail POTS analog voice service on the same Loop to the same end user customer, AT&T INDIANA shall provide MCIIm with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Appendix xDSL.
- 3.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where AT&T INDIANA is not the retail POTS provider.
- 3.6 MCIIm may identify to AT&T INDIANA one or more CLECs as an authorized advanced services provider which is authorized by MCIIm to add, change or delete advanced services capabilities within the HFPL employed or ordered by MCIIm ("Advanced Services Provider"). Such an Advanced Services Provider shall submit orders on MCIIm's behalf using MCIIm's ACNA OCN and circuit facilities assignment ("CFA") information.
- 3.7 Intentionally Omitted.
- 3.8 AT&T INDIANA shall provide MCIIm with OSS access and loop qualification information for HFPL in accordance with the applicable terms and conditions of Appendix xDSL and Appendix OSS of this Agreement.

4. GRANDFATHERING AND TRANSITION TERMS

- 4.1 Grandfathered End Users. AT&T INDIANA will continue to make HFPL available to MCIIm (or its successor or assign) at the same monthly rate that AT&T INDIANA charged for such access prior to such access prior to October 2, 2003, as set forth in the Appendix Pricing, until the earlier of: (1) MCIIm's HFPL to the end-user customer is disconnected for whatever reason, or (2) the FCC issues a decision affecting the grandfathering obligations established in its Triennial Review Order.
 - 4.1.1 Intentionally Omitted
 - 4.1.2 Intentionally Omitted

- 4.2 New End Users. To the extent that MCI began providing HFPL to an end user customer between October 2, 2003 and October 2, 2004, AT&T INDIANA will continue to make HFPL available to MCI for that particular end user customer until October 2, 2006 at the monthly recurring rates set forth in Appendix Pricing of this Agreement.
- 4.3 Beginning October 2, 2006, AT&T INDIANA shall have no obligation to continue to provide the HFPL for MCI to provide xDSL-based service to any New End Users that MCI began providing xDSL-based service to over the HFPL during Year 1 of the transition period. Rather, effective October 2, 2006, MCI must provide xDSL-based service to any such New End Users via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T INDIANA, or through an alternate arrangement, if any, that the Parties may negotiate.

5. HFPL OFFERING

- 5.1 In those instances where AT&T INDIANA has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the AT&T INDIANA central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, AT&T INDIANA will make available access to the HFPL copper subloop pursuant to Appendix xDSL, Appendix Collocation and Appendix UNE (as to the general terms and conditions for subloops) and the terms of this Appendix, as applicable.
- 5.2 When AT&T INDIANA traditional retail POTS services are disconnected (as opposed to suspended) and not migrated to another carrier, AT&T INDIANA will notify MCI that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL Loop or will be disconnected at MCI's option. Absent a request from MCI to disconnect use of the HFPL within three (3) business days of such notification from AT&T INDIANA, AT&T INDIANA will automatically convert the HFPL to a full standalone xDSL Loop. In the event the HFPL is converted to a full standalone xDSL Loop, AT&T INDIANA will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCI.
- 5.3 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCI for Line Sharing, AT&T INDIANA shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6. INTENTIONALLY OMITTED

7. PROVISIONING

- 7.1 The HFPL will be provisioned over a loop that meets the basic metallic loop parameters required to provide xDSL services. Subject to Section 7.2 below, MCI shall designate, at MCI's sole option, what loop Conditioning AT&T INDIANA is to perform in provisioning the HFPL on the HFPL order. MCI may request that AT&T INDIANA Condition a loop in association with the provisioning of the HFPL to MCI to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the loop Conditioning rates set forth on the Appendix Pricing.

- 7.2 For HFPL, if MCI's requested Conditioning will significantly degrade the customer's analog voice service, AT&T INDIANA is not required to Condition a Loop; provided, however, for the HFPL, if AT&T INDIANA contends that Conditioning that loop will significantly degrade the voiceband services that AT&T INDIANA is currently providing over that loop, AT&T INDIANA must either: (i) locate another copper loop that can be conditioned, migrate AT&T INDIANA's voiceband service to that loop, and provide MCI with access to the high frequency portion of that alternative loop; or (ii) if MCI disputes AT&T INDIANA's contention that the Conditioning of that loop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative copper loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.
- 7.3 Intentionally Omitted
- 7.4 HFPL Provisioning Intervals: The following provisioning intervals are applicable to each HFPL ordered by MCI, regardless of the Actual Loop Length.
- 7.4.1 HFPL Provisioning Intervals When No Loop Conditioning Requested:
- 7.4.1.1 The provisioning and installation interval for the HFPL where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-24 HFPL(s) per order or per End-User location, will be three (3) business days, or the provisioning and installation interval applicable to AT&T INDIANA's advanced services affiliate(s) in that same state, whichever is less.
- 7.4.1.2 For MCI orders of 25-48 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be six (6) business days or as otherwise agreed upon by the parties.
- 7.4.1.3 For MCI orders of 49-99 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be seven (7) business days, or as otherwise agreed upon by the Parties.
- 7.4.1.4 For MCI orders of 100 or more HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.4.2 HFPL Provisioning Intervals When Loop Conditioning Requested:
- 7.4.2.1 The provisioning and installation intervals for the HFPL where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL(s) per order or per End-User location, will be ten (10) business days, or the provisioning and installation interval applicable to AT&T INDIANA's advanced services affiliate's xDSL-based services

where Conditioning is required in that same state, whichever is less.

7.4.2.2 For CLEC orders of 25 or more HFPLs per order or per End-User location where Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.

- 7.5 For HFPL orders, intervals are contingent upon MCI's End User's release of the voice grade circuit during normal working hours. In the event the loop over which the End User is being provided xDSL-based service over the HFPL by MCI 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 MCI shall pay Maintenance of Service pursuant to the FCC tariffed rates referenced in Section 8.10 below.
- 7.6 Intentionally Omitted.
- 7.7 In connection with loops that are greater than 12,000 feet in Actual Loop Length, MCI may request, by submitting a Local Service Request ("LSR") to AT&T INDIANA to have additional industry standard Conditioning performed in connection with an HFPL for which MCI elected, on its initial HFPL order, not to have any of the recommended loop Conditioning performed or only partial loop Conditioning performed either: (i) after MCI's initial HFPL order has been submitted but is still pending; or (ii) after MCI has been provisioned an HFPL. In any such event, MCI will be billed and shall pay for any requested loop Conditioning at the rates set forth on the attached Appendix Pricing, along with any applicable service order charges; provided, however, when AT&T INDIANA receives a MCI request to add or modify Conditioning for a pending HFPL order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning after an HFPL has been provisioned to MCI for purposes of this subsection will be the same as set forth above in Subsection 7.1.2.
- 7.8 MCI, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the HFPL when used by MCI to provision ADSL at the rates set forth on the attached Pricing Schedule. Tight twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, AT&T INDIANA shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. AT&T INDIANA and MCI agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T INDIANA perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCI customer without first attempting to coordinate with MCI to reach a mutually acceptable

time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by AT&T INDIANA without resolution, AT&T INDIANA may restore narrowband voice service without MCIm's approval. When a connected facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in AT&T INDIANA' portion of the network, the pair change will be completed during the standard offered repair interval at no additional charge to MCIm.

8.2.1 AT&T INDIANA will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCIm and found to be in the Central Office. If AT&T INDIANA isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCIm data equipment or MCIm-owned Splitter, AT&T INDIANA will attempt to notify MCIm and request a trouble ticket and committed restoration time for clearing the reported trouble. Either Party may offer the end user customer the option of restoring the POTS service if the end user customer is not satisfied with the repair interval provided by MCIm. If the end user customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCIm or AT&T INDIANA (or if MCIm has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to AT&T INDIANA cutting around the POTS Splitter/DSLAM equipment to restore POTS. When MCIm resolves the trouble condition in its equipment, MCIm will contact AT&T INDIANA to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCIm equipment, AT&T INDIANA will charge MCIm upon closing the trouble ticket the rates referenced in Section 8.10 below.

8.3 Maintenance of MCIm's Splitters

8.3.1 AT&T INDIANA is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCIm is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter along with the Splitter itself.

8.3.2 Intentionally Omitted.

8.3.3 Procedures and Access. AT&T INDIANA will provide resolution of MCIm-referred trouble tickets for the HFPL at parity with repair intervals AT&T INDIANA provides to any of its affiliates in INDIANA providing advanced services for the HFPL.

8.3.3.1 If MCIm opens a trouble ticket for the HFPL portion of the loop to AT&T INDIANA and the problem is determined to be in MCIm's network, MCIm will pay AT&T INDIANA the applicable Commission-ordered tariff rate for trouble isolation, maintenance, and repair (as specified in Section 8.10 below) upon closing the trouble ticket.

8.3.3.2 MCIm-Owned Splitter

8.3.3.2.1 When MCIm owns the Splitter, MCIm is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.2.2 If AT&T INDIANA isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCIIm data equipment or splitter, AT&T INDIANA will notify MCIIm and request a trouble ticket and a committed restoration time from MCIIm for clearing the reported trouble.

8.3.3.2.3 MCIIm shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

8.3.3.3 Test Head

8.3.3.3.1 AT&T INDIANA will provide MCIIm access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCIIm utilizing MLT intrusive test scripts, MCIIm must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on MCIIm's trouble documentation for non-mechanized tests.

8.3.3.3.2 MCIIm hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to AT&T INDIANA facilities and hereby agrees to release, defend and indemnify AT&T INDIANA, and hold AT&T INDIANA harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against AT&T INDIANA by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by MCIIm.

8.3.3.3.3 MCIIm shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as AT&T INDIANA provides to other CLECs should such new test capabilities be developed. MCIIm shall have physical and/or remote test access as specified herein.

8.3.3.4 Intentionally Omitted.

8.3.3.5 Intentionally Omitted.

8.4 Scope of AT&T INDIANA's Maintenance Service on the HFPL. AT&T INDIANA will provide the following maintenance services to MCIIm with respect to the HFPL:

8.4.1 For loops 12,000 feet or less in Actual Loop Length, AT&T INDIANA's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance and verification that the loop was (or is) Conditioned by AT&T INDIANA to remove any excessive bridged tap(s), load coil(s) and/or repeaters subject to section 9.5 below.

8.4.2 For loops greater than 12,000 feet in Actual Loop Length for which MCIIm elected that AT&T INDIANA not perform any recommended Conditioning in association with the HFPL, AT&T INDIANA's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance.

8.4.3 For loops greater than 12,000 feet in Actual Loop Length for which MCIIm requested that AT&T INDIANA perform some or all of the recommended Conditioning in association with the HFPL, AT&T INDIANA will verify continuity, the completion of all requested Conditioning subject to Section 9.5 below, and will repair at no charge to MCIIm any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.4.4 Intentionally Omitted

8.5 Intentionally Omitted.

8.6 AT&T INDIANA will not guarantee that the HFPL(s) ordered by MCIIm will perform as desired by MCIIm for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance.

8.7 For an HFPL currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T INDIANA to resolve a MCIIm-initiated HFPL trouble ticket or a trouble identified by AT&T INDIANA, AT&T INDIANA, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIIm on an HFPL currently in service and AT&T INDIANA determines that an LST can be performed, AT&T INDIANA will contact MCIIm to inform that a LST will be performed in lieu of MCIIm's requested Conditioning. In such cases that AT&T INDIANA elects to perform an LST to resolve the identified trouble, MCIIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T INDIANA network-related problem, then MCIIm will not be charged the LST rate or for AT&T INDIANA' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIIm network or data equipment, or otherwise is found not to be an AT&T INDIANA network-related problem, then MCIIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

- 8.8 MCIm shall not rearrange or modify AT&T INDIANA's retail POTS service within MCIm's equipment in any way without advance notice and coordination with AT&T INDIANA.
- 8.9 When AT&T INDIANA provides HFPL, continuity is generally assumed as AT&T INDIANA retail POTS service is operating at the time of the order. Generally, AT&T INDIANA would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, AT&T INDIANA will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.10 The FCC tariffed rates found at Sections 13.2.6 of FCC No. 2 shall apply when MCIm is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; provided, however, the tariffed rates referenced below in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

9. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 9.1 MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, AT&T INDIANA will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. AT&T INDIANA will also allow a MCIm-owned shelf to be installed under the terms and conditions of virtual collocation.
- 9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCIm will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, AT&T INDIANA will install the Splitter in an AT&T INDIANA bay and AT&T INDIANA will access the Splitter on behalf of MCIm for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCIm is not permitted direct physical access to the MDF or the IDF for testing.
- 9.1.1.1 Splitter provisioning will use standard AT&T INDIANA configuration cabling and wiring in AT&T INDIANA locations. AT&T INDIANA's Connecting Block layouts will reflect standard recognizable arrangements that will work with AT&T INDIANA Operations Support Systems ("OSS").
- 9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf

arrangements. The splitter data port and DSLAM will be hard-wired to each other.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.1.1.3 AT&T INDIANA shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement within sixty (60) calendar days of receipt of MCI's application.

10. LINE SHARE TURN-UP TESTING PROCEDURES

10.1 The Line Share Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by AT&T INDIANA central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to the HFPL due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCI will not be billed for the Line Share Turn-Up Test.

11. SPECTRUM MANAGEMENT

11.1 The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

APPENDIX NUMBER PORTABILITY

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1. GENERAL

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

2. LOCAL NUMBER PORTABILITY DESCRIPTION

- 2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3. REGULATIONS

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

- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
 - 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
 - 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
 - 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
 - 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
 - 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
 - 3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP National Operations Team for porting.
 - 3.1.11 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
 - 3.1.12 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
 - 3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).
- 3.2 SPNP Query Service
- 3.2.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
 - 3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, AT&T INDIANA will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T INDIANA will charge and MCIm agrees to pay the default queries charges set forth in Section 6 of the FCC

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

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

4. LIMITATIONS

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

5. INTENTIONALLY OMITTED

6. MASS CALLING

6.1 General Terms and Conditions

- 6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T INDIANA in special circumstances where large numbers of incoming calls are solicited by an end user and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of end user customer objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T INDIANA will provide mass calling code portability using a non-LRN solution.

6.2 Service Provided

- 6.2.1 AT&T INDIANA will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AT&T INDIANA mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T INDIANA mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T INDIANA's choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

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

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

1. INTRODUCTION

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

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where MCIIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIIm shall obtain a separate NXX code for each AT&T INDIANA Rate Center or Rate District (which ever is smaller) which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Where pooling is done, MCIIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIIm.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Business Integrated Rating and Routing Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable

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

APPENDIX OPERATIONS SUPPORT SYSTEM

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1. INTRODUCTION

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

2. GENERAL CONDITIONS

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

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

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

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

3. PRE-ORDER

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

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

3.4.1 Resale and UNE Pre-order Interface Availability

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

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

3.5 Other Pre-order Function Availability

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

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

3.5.2.1 Data Validation Files:

- 3.5.2.1.1 SAG (Street Address Guide)
- 3.5.2.1.2 Feature/Service Availability by Switch
- 3.5.2.1.3 Directory Names
- 3.5.2.1.4 Class of Service Codes
- 3.5.2.1.5 USOC (Universal Service Order Codes)
- 3.5.2.1.6 Community Names
- 3.5.2.1.7 Yellow Page Headings
- 3.5.2.1.8 PIC/LPIC (InterLATA/IntraLATA).

4. ORDERING/PROVISIONING

4.1 AT&T INDIANA shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform POR.

4.2 AT&T INDIANA will provide electronic access to ordering functions to support MCIIm provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCIIm at parity with what AT&T INDIANA provides to itself or its affiliate(s) and/or any other CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCIIm will format the service request to identify what features, services, or elements it wishes AT&T INDIANA to provision in accordance with AT&T INDIANA ordering requirements.

4.3 Resale and UNE Service Order Request Ordering System:

4.3.1 AT&T INDIANA makes available to MCIIm an Electronic Data Interchange (EDI) interface for transmission of MCIIm Local Service Requests (LSR) formats as

defined in the AT&T 13-STATE Local Service Order Requirements (LSOR). In ordering and provisioning of Resale Services or UNEs, MCI and AT&T INDIANA will utilize industry guidelines developed by OBF and TCIF to transmit data based upon AT&T INDIANA Resale ordering requirements in accordance with Uniform POR. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

- 4.3.2 For AT&T INDIANA, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 4.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, MCI and AT&T INDIANA will utilize industry ASR guidelines developed by OBF based upon AT&T INDIANA ordering requirements.
- 4.4 Provisioning for Resale Services and UNEs in AT&T INDIANA: AT&T INDIANA will provision Resale services and UNEs as detailed in MCI order requests. Electronic access to status on such orders will be provided via the following electronic interfaces:
 - 4.4.1 For EDI ordering, AT&T INDIANA provides MCI, and MCI uses, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects) as described in the Uniform POR.
 - 4.4.2 For AT&T INDIANA, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.
- 4.5 "As is migrations" (meaning, a Local Service Request that seeks to convert the End User Customer with whatever array of services he or she currently has) shall only be permitted for Resale.

5. MAINTENANCE/REPAIR

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

MCIm and AT&T INDIANA will exchange requests over a mutually agreeable X.25-based network.

6. BILLING

- 6.1 For Resale Services in AT&T INDIANA, MCIm may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:
- 6.1.1 MCIm may receive a Usage Extract Feed electronically in AT&T INDIANA. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.
 - 6.1.2 AT&T INDIANA shall provide local disconnect report records via the EDI 836 transaction set.
 - 6.1.3 In AT&T INDIANA, MCIm may receive a mechanized bill via the AT&T INDIANA Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.
- 6.2 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 6.2.1 AT&T INDIANA makes available to MCIm 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 MCIm's paper bill.
 - 6.2.2 MCIm may receive a Usage Extract Feed electronically in AT&T INDIANA. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.
- 6.3 AT&T INDIANA shall provide timely notice of customer migrations of MCIm to AT&T INDIANA or from MCIm to another carrier. In the event that AT&T INDIANA fails to provide timely notice of such migrations, and such failure results in improper billing by MCIm, AT&T INDIANA shall, upon MCIm's request, notify the affected customer(s) that continued billing after the migration was the fault of AT&T INDIANA, not MCIm or, if applicable, the other carrier.

7. REMOTE ACCESS FACILITY

- 7.1 MCIm must access OSS interfaces via a MCIm Remote Access Facility. For AT&T INDIANA, the LRAF, located in Dallas, TX, will be used. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. MCIm may utilize a port to access AT&T's OSS interfaces to perform the supported functions in any AT&T states where MCIm has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 7.2 For AT&T INDIANA, MCIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, SRAF, ARAF, and/or PRAF. Switched Access "Dial-up Connections" require MCIm to provide its own modems and connection to the LRAF, PRAF, SRAF and ARAF. MCIm shall pay

the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T INDIANA OSS via the public internet.

- 7.3 For AT&T INDIANA, MCI shall use TCP/IP to access AT&T INDIANA OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCI shall have at a minimum of one valid Internet Protocol (IP) network address per region. MCI shall maintain user-ids/passwords for accessing an AT&T INDIANA OSS on MCI's behalf under the AT&T block ID program.
- 7.4 For AT&T INDIANA, MCI shall attend and participate in implementation meetings to discuss MCI LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8. DATA CONNECTION SECURITY REQUIREMENTS

- 8.1 MCI agrees that interconnection of MCI data facilities with AT&T INDIANA data facilities for access to OSS will be in compliance with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCI and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 8.2 Joint Security Requirements
 - 8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
 - 8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
 - 8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.
 - 8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
 - 8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the

user's access to either the MCIm or AT&T INDIANA network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

8.3 Additional Responsibilities of Both Parties

8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCIm equipment on AT&T INDIANA' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

8.3.6 All network-related problems will be managed to resolution by the respective organizations, MCIm or AT&T INDIANA, as appropriate to the ownership of a failed component. As necessary, MCIm and AT&T INDIANA will work together to resolve problems where the responsibility of either Party is not easily identified.

8.4 Information Security Policies And Guidelines For Access To Computers, Networks and

Information By Non-Employee Personnel:

8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, networks and information resources. This Section summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCI or AT&T INDIANA, respectively, as the providers of the computer, network or information in question.

8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

8.5 General Policies

8.5.1 Each Party's resources are for approved business purposes only.

8.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of investigation. Each Party may exercise at any time its right to take appropriate action should unauthorized or improper usage be discovered.

8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

8.6 User Identification

8.6.1 AT&T INDIANA will utilize a process whereby blocks of user-ids will be established by AT&T INDIANA and then self-administered by MCI. MCI will follow the user id processes and guidelines as outlined in the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.

8.6.2 Intentionally Omitted.

8.6.3 User ids will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

8.7 User Authentication

8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

8.7.2 Passwords must not be stored in script files.

8.7.3 Passwords must be entered by the user in real time.

8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

8.8 Access and Session Control

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

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

8.9 User Authorization

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

8.10 Software And Data Integrity

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

8.10.2 Unauthorized use of copyrighted software is prohibited on each Party's corporate

systems that can be access through the direct connection or dial up access to OSS Interfaces.

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

8.11 Monitoring And Audit

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

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

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

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

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

10. TRAINING

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

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405

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

- 10.2 A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by AT&T INDIANA and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any AT&T INDIANA offered-class, to fill any additional seats for which any CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.3 Class dates will be based upon MCIm requests and AT&T INDIANA availability.
- 10.4 If MCIm cancels a scheduled class less than two weeks' prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should AT&T INDIANA cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, AT&T INDIANA will waive the charges for the rescheduled class for the registered students. MCIm agrees to provide to AT&T INDIANA completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.5 MCIm agrees that MCIm personnel attending classes are only to utilize training databases presented to them in class. Attempts to access any other AT&T INDIANA or AT&T system are strictly prohibited.
- 10.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T INDIANA' OSS in accordance with this Appendix and are "Confidential Information" subject to the terms, conditions and limitations of General Terms and Conditions.

11. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 11.1 The Parties agree that MCIm's use of a Service Bureau Provider to access AT&T INDIANA' OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by MCIm to act on MCIm's behalf for purposes of providing a means of access to AT&T INDIANA' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 11.2 AT&T INDIANA shall allow MCIm to access its OSS via a Service Bureau Provider under the following terms and conditions.
- 11.3 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, MCIm shall be permitted to access AT&T INDIANA OSS via a Service Bureau Provider as follows:
- 11.3.1 MCIm shall be permitted to access AT&T INDIANA application-to-application OSS interfaces, via a Service Bureau Provider where MCIm has entered into a

relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement acceptable to AT&T INDIANA to allow Service Bureau Provider to establish access to and use of AT&T INDIANA' OSS.

11.3.2 MCI's use of a Service Bureau Provider shall not relieve MCI of the obligation to abide by all terms and conditions of this Agreement. MCI must ensure that its Service Bureau Provider properly performs all OSS obligations of MCI under this Agreement which MCI delegates to Service Bureau Provider.

11.3.3 MCI shall provide notice in accordance with the notice provisions of the general terms and conditions of this Agreement whenever it intends to use a Service Bureau Provider to access AT&T INDIANA' application-to-application OSS interfaces or when MCI intends to cease using a Service Bureau Provider to access AT&T INDIANA' application-to-application OSS interfaces. Provided that AT&T INDIANA has not previously established a connection with a particular Service Bureau Provider, AT&T INDIANA shall have a reasonable transition time, not to exceed sixty (60) days to establish a connection to a Service Bureau Provider once MCI provides notice.

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

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

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

APPENDIX OPERATOR SERVICES

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1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by AT&T INDIANA to MCI. The terms and conditions for Operator Services being provided for MCI's resale end user customers are set forth in Appendix Resale.

2. SERVICES

2.1 General

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

- 2.1.2 Intentionally Omitted.

2.2 Operator Services

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

- 2.2.1.1 AT&T INDIANA shall complete 0+ and 0- dialed local calls.
- 2.2.1.2 AT&T INDIANA shall complete 0+ intraLATA toll calls.
- 2.2.1.3 AT&T INDIANA shall complete calls that are billed to a calling card and MCI shall designate the acceptable types of special billing.
- 2.2.1.4 AT&T INDIANA shall complete person-to-person calls.
- 2.2.1.5 AT&T INDIANA shall complete collect calls.
- 2.2.1.6 AT&T INDIANA shall provide the capability for callers to bill to a third party and shall complete such calls.
- 2.2.1.7 AT&T INDIANA shall complete station-to-station calls.
- 2.2.1.8 AT&T INDIANA shall process BLV/BLVI requests.
- 2.2.1.9 AT&T INDIANA shall refer emergency call trace requests to the appropriate call center or agency.
- 2.2.1.10 AT&T INDIANA shall process 0-dialed operator-assisted Directory Assistance calls.
- 2.2.1.11 AT&T INDIANA shall route 0- local traffic directly to a "live" operator team.
- 2.2.1.12 AT&T INDIANA shall provide caller assistance services to MCI's disabled end user customers in the same manner that AT&T INDIANA provides caller assistance services to its disabled end user customer.

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

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

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

3. SERVICES

- 3.1 Fully Automated Call Processing - Where technically feasible, AT&T INDIANA can support the following fully automated call types as outlined below:
 - 3.1.1 Fully Automated Calling Card Service
 - 3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

- 3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System
- 3.1.2.1 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, AT&T INDIANA will support the following Operator-assisted call types for MCI:
- 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which AT&T INDIANA can perform billing validation.
- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
- 3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4. CALL BRANDING

- 4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCI, audibly and distinctly to the MCI end user at the beginning

of each OS call. In all cases, AT&T INDIANA will brand the OS call as directed by MCI. MCI will provide written specifications of its name or announcement to be used by AT&T INDIANA to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.

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

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

4.2.2 Branding Load Charges

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

4.2.2.1 Branding charges are included in Appendix Pricing.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

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

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

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

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

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

6. INTENTIONALLY OMITTED

6.1 Intentionally Omitted

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

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

8. RESPONSIBILITIES OF THE PARTIES

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

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. INDEMNIFICATION

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

13. TERM OF APPENDIX

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

PERFORMANCE MEASUREMENTS AND REMEDY PLAN

Performance Measurements and Remedy Plan.

The Parties acknowledge that the Indiana Utility Regulatory Commission (“IURC” or “Commission”) has approved Performance Measurements and a Remedy Plan in Cause No. 41657. By virtue of this Performance Measurement and Remedy Plan Appendix, the IURC-approved Performance Measurements and Remedy Plan are hereby incorporated into this Agreement by reference.

In addition to incorporating the IURC-approved Performance Measurements and Remedy Plan into this Agreement, MCI and AT&T INDIANA agree that:

- 1.1 AT&T INDIANA shall implement future changes to the Performance Measurements as determined by the Commission in the above referenced cause, as well as the state-specified Business Rules developed in relation to such Performance Measurements, as approved by the Commission in Cause No. 41657 or a successor proceeding. The then-currently approved versions of the Performance Measurements in the above referenced cause shall be incorporated into this agreement by reference upon IURC approval. Remedies shall be those contained in the AT&T INDIANA Section 271 Remedy Plan as approved by the Commission in Cause No. 41657 or a successor proceeding. Notwithstanding the agreement that future changes will be automatically incorporated into this agreement, the parties expressly reserve their rights to challenge any action of the commission in modifying the plan without the consent of the parties, including appeals, if any of such decision.
- 1.2 The Performance Measurements and Remedy Plan referred to herein, notwithstanding any provisions in any other Article or Schedule of this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that MCI is entitled to any particular manner of access, nor is it evidence that AT&T INDIANA 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 IURC decisions/regulations, tariffs, and within this Agreement.
- 1.3 In addition to the exclusions described in the Performance Measures and Remedy Plan, AT&T INDIANA 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 delays or other problems resulting from actions of a Service Bureau Provider acting as MCI’s agent for connection to AT&T INDIANA’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.4 Reservation of Rights.

Positions taken by AT&T INDIANA in this agreement should not and cannot be interpreted to be a waiver of its right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 do not impose a duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

- 1.5 Any payment by AT&T INDIANA pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit.

APPENDIX PRICING

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1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.
- 1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and AT&T INDIANA has a reasonable basis to believe it can charge MCIIm for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, AT&T INDIANA shall provide MCIIm with the Contemplated Service in question and MCIIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate AT&T INDIANA tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T INDIANA under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T INDIANA provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AT&T INDIANA and MCIIm.
- 1.4 Intentionally Omitted.
- 1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of INDIANA Commerce Commission proceedings affecting wholesale prices which are given general applicability by the Commerce Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to

a price change requested pursuant to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 12 of the General Terms and Conditions of this Agreement. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this paragraph is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Intervening Law" provision Section 23 of the General Terms and Conditions.

- 1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.
- 1.7 Intentionally Omitted.
- 1.8 AT&T INDIANA shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

2 RECURRING CHARGES

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.
- 2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.
- 2.3 Intentionally Omitted.
- 2.4 Unless otherwise identified in the pricing tables, where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, AT&T INDIANA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T INDIANA will round up to the next whole mile before determining the mileage and applying rates.

3 NON-RECURRING CHARGES

Some items which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

A	B	C	D	E	F	G	H
2	INDIANA			Recurring		Non-Recurring	
3			USOC			First	Additional
295	/	DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBP			\$ 148.01	
296	/	DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	NKCBQ			\$ 42.37	
297	/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Install /3/	NKCBR				\$ 104.44
298	/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	NKCBS				\$ 34.03
299	/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 197.77	
300	/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
301	/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 128.18
302	/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
303	/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBT			\$ 199.34	
304	/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, disconnect /3/	NKCBU			\$ 42.37	
305	/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	NKCBV				\$ 128.38
306	/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Add'l, disconnect /3/	NKCBW				\$ 34.03
307	/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	NKCBX			\$ 251.22	
308	/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	NKCBY			\$ 42.37	
309	/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	NKCBZ				\$ 162.29
310	/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, Disconnect /3/	NKCC1				\$ 34.03
311	/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40	
312	/	DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
313	/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 82.93
314	/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING				\$ 34.03
315	/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	NKCC2			\$ 214.23	
316	/	DS3 Dedicated Transport Non-collocated, Initial, Disconnect /3/	NKCC3			\$ 42.37	
317	/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	NKCC4				\$ 105.03
318	/	DS3 Dedicated Transport Non-collocated, Additional, Disconnect /3/	NKCC5				\$ 34.03
319	/	Clear Channel Capability, Initial, Install /3/	NKCC6			\$ 89.46	
320	/	Clear Channel Capability, Additional, Install /3/	PENDING				\$ 24.26
321	/	Clear Channel Capability, Additional, Disconnect /3/	NKCC7				
322							
323		Special Access to Une Conversion per Activity					
324	/	Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCC9			\$83.69	
325	/	Channelized Facility from Cage, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
326	/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	NKCCA			\$ 66.64	
327	/	Channelized Facility from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A	
328	/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
329	/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	
330	/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCCC			\$ 7.73	
331	/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A	
332	/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	NKCCD			\$ 7.73	
333	/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
334	/	Channelized Facility from POP, DS1, Design and Coordination charge /3/	NKCCF			\$ 83.69	
335	/	Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
336	/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCG			\$ 66.64	
337	/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
338	/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
339	/	Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING			N/A	
340	/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	NKCCH			\$ 7.73	
341	/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A	
342	/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCJ			\$ 7.73	
343	/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
344							
345		Special Access to UNE Conversions Per Circuit					
346	/	Project Administrative Activity	NKCC8			\$ 21.23	
347							
348		Multiplexing					
349		DS1 to Voice Grade	QMVX1-X3		\$ 197.61	NA	NA
350		DS3 to DS1	QM3X1-X3		\$ 260.24	NA	NA
351							
352		Dedicated Transport Cross Connects					
353		DS1	CXCDX		\$ 0.36	NA	NA
354		DS3	CXCEX		\$ 0.66	NA	NA
355							
356		Dedicated Transport Optional Features & Functions					
357		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			\$ 271.14	\$ 63.91
358							
359		Dedicated Transport Installation & Rearrangement Charges					
360		DS1 Administrative Charge - Connect & Disconnect			NA	\$ 62.64	NA
361		Design & CO Connect & Disconnect			NA	\$ 106.59	NA
362		Carrier Connection Charge, Per Order			NA	NA	NA
363		DS3 Administrative Charge - Connect & Disconnect			NA	\$ 62.64	NA
364		Design & CO Connect & Disconnect			NA	\$ 119.57	NA
365		Carrier Connection Charge, Per Order			NA	NA	NA
366							
367							
368		Dark Fiber					
369		Dark Fiber Interoffice					
370		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX		\$ 60.56	NA	NA
371		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF		\$ 0.02	NA	NA
372		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX		\$ 2.22	NA	NA
373		Inquiry (Per Request)					
374		Dark Fiber Interoffice Transport - NRC	NR9D6		NA	\$284.68	NA
375							
376		FIRM ORDER (Per Fiber Strand)					
377		Administrative per Order					
378		Connect	NRB51		NA	\$9.92	NA
379		Disconnect	NR9H2		NA	\$8.78	NA
380		Connect	NRB52		NA	\$276.79	NA
381		Disconnect	NR9H3		NA	\$76.07	NA
382		Dark Fiber Interoffice Transport - NRC					
383		Connect	NRB54		NA	\$348.47	NA
384		Disconnect	NR9H5		NA	\$139.55	NA
385							
386		Routine Network Modifications					
387		DS1 Repeater with trip				\$ 626.99	
388		DS1 Repeater without trip				\$ 621.41	
389							
390		LNP					
391		Local Number Portability /4/	NSR		\$0.00	N/A	

A	B	C	D	E	F	G	H
2	INDIANA						
3			USOC		Recurring	Non-Recurring	
						First	Additional
392							
393	Maintenance of Service Charges		VRP		NA	\$ 51.00	NA
394							
395	OTHER						
396	DIRECTORY ASSISTANCE						
397							
398	Facility-Based DA						
399	Directory Assistance, per call		OPEN		\$ 0.30	NA	NA
400	Directory Assistance Call Completion (DACC)		OPEN		\$ 0.15	NA	NA
401	Directory Assistance/National Directory Assistance, Reverse DA, per call		OPEN		\$ 0.35	NA	NA
402	Branding - Other - Initial/Subsequent Load		OPEN			\$ 1,800.00	NA
403	- per call		OPEN		\$ 0.03		
404	Branding - Facility Based - Initial/Subsequent Load						
405	- Branding, per trunk group		OPEN		NA	\$ 800.00	NA
406	Directory Assistance - Rate Reference - Initial Load		OPEN		NA	\$ 2,200.00	NA
407	Directory Assistance - Rate Reference - Subsequent Load		OPEN		NA	\$ 1,000.00	NA
408							
409	DA Listings						
410	DA Listing License						
411	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)						
412	- per listing for initial load		OPEN		NA	\$ 0.040	NA
413	- per listing for subsequent updates		OPEN		NA	\$ 0.060	NA
414	Option #2 Full File (all states inclusive) Billable Release						
415	- per listing for initial load		OPEN		NA	\$ 0.020	NA
416	- per listing for subsequent updates		OPEN		NA	\$ 0.030	NA
417	- per usage/query		OPEN		NA	\$ 0.020	NA
418	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)						
419	- per listing for initial load		OPEN		NA	\$ 0.050	NA
420	- per listing for subsequent updates		OPEN		NA	\$ 0.060	NA
421	Option #4 Pick & Choose (by state) Billable Release						
422	- per listing for initial load		OPEN		NA	\$ 0.020	NA
423	- per listing for subsequent updates		OPEN		NA	\$ 0.030	NA
424	- per usage/query		OPEN		NA	\$ 0.020	NA
425							
426	OPERATOR SERVICES						
427	Fully Automated Call Processing, per occurrence		OPEN		\$ 0.15	NA	NA
428	Operator Assisted Call Processing, per work second		OPEN		\$ 0.02	NA	NA
429	Branding - Other - Initial/Subsequent Load		OPEN			\$ 1,800.00	NA
430	- per call		OPEN		\$ 0.03		
431	Branding - Facility Based - Initial/Subsequent Load						
432	- per trunk group		OPEN		NA	\$ 800.00	NA
433	Operator Services - Rate Reference - Initial Load		OPEN		NA	\$ 2,200.00	NA
434	Operator Services - Rate Reference - Subsequent Load		OPEN		NA	\$ 1,000.00	NA
435							
436	Structure Access - Poles & Ducts				Annually		
437	Per Pole attachment*		OPEN		\$ 3.08		
438	Per Foot of innerduct		OPEN		\$ 0.33		
439	Application fee		OPEN			\$ 200.00	
440	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
441	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
442	Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year. New rates will be communicated to MCIm no later than November 1st for the succeeding year.						
443	Emergency Number Service Access						
444	911 Selective Router Interconnection						
445	-Each DSO installed		USAGE		\$0.00	\$ 665.49	
446	-Analog Channel Interface		EVG9X		\$ 26.64	\$ 770.97	
447	ANI/ALI/SR and Database Management						
448	- Per 100 records, rounded up to nearest 100		9S89X		\$ 3.55	\$ -	
449							
450	Access Routing File, per carrier		USAGE		\$ 50.80		
451	911 Selective Router Switch Administration						
452	-Per Selective Router		USAGE		\$ 5.57	\$ 1,717.33	
453							
454	Entrance Facilities						
455	DS1 Zone 1		UEYB1		\$ 38.48	NA	NA
456	Zone 2		UEYB2		\$ 38.48	NA	NA
457	Zone 3		UEYB3		\$ 51.07	NA	NA
458	DS3 Zone 1		UEYC1		\$ 506.05	NA	NA
459	Zone 2		UEYC2		\$ 506.05	NA	NA
460	Zone 3		UEYC3		\$ 665.80	NA	NA
461							
462	SS7 - Links, Ports, Signaling						
463	SS7 Links - Cross Connects						
464	STP to Collocators Cage - DS0						
465	STP to Collocators Cage- DS1						
466	STP to SBC Indiana MDF - DS0						
467	STP to SBC Indiana DSX Frame-DS1						
468							
469	SS7 Links						
470	STP Access Connection - 1.544 Mbps						
471	STP Access Link - 56 Kbps						
472							
473	STP Port				\$ 288.78	\$ 617.01	NA
474							
475	SS7 Signaling				USAGE		
476	Signal Switching/IAM msg				\$ 0.000155		
477	Signal Transport/IAM msg				\$ 0.000085		
478	Signal Formulation/IAM msg				\$ 0.000124		
479	Signal Tandem Switching/IAM msg				\$ 0.000324		
480	Signal Switching/TCAP msg				\$ 0.000125		
481	Signal Transport/TCAP msg				\$ 0.000057		
482	Signal Formulation/TCAP msg				\$ 0.000284		
483	Point Code Addition				N/A	\$ 21.38	
484	Global Title Translation Addition				N/A	\$ 11.49	
485							
486							
487	INTERCARRIER COMPENSATION						
488							
489	Transport and Termination of ISP-Bound Traffic, per MOU		USAGE		\$ 0.0007		

	A	B	C	D	E	F	G	H
2	INDIANA							
3				USOC				
490								
491			End Office Switching, per MOU		\$ 0.004097			
492			Tandem Switching, per MOU		\$ 0.000307			
493			Tandem Transport Termination, per MOU		\$ 0.000102			
494			Tandem Transport Facility Mileage (per mou per mile)		\$ 0.000005			
495								
496			Transit Service					

A	B	C	D	E	F	G	H
2	INDIANA						
3			USOC		Recurring		Non-Recurring
497		Tandem Switching, per MOU				First	Additional
498		Tandem Termination, per MOU		\$0.004388			
499		Tandem Facility, per MOU - per mile		\$0.000095			
500				\$0.000056			
501/1/		Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana					
502							
503/2/		Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to each Party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
504							
505							
506		Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
507							
508	1/	As of January 5, 2004, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter. Please contact your SBC Indiana local wholesale account manager with any questions.					
509							
510/4/		Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.					
511							
512	RESALE					RESALE DISCOUNTS	
513	BUSINESS				RECURRING	ON-RECURRING	
514	LOCAL EXCHANGE SERVICE						
515	Business 1 Party		RESALE		21.46%		21.46%
516	Business - Measured		RESALE				21.46%
517	Customer Operated Pay Telephone (COPT)		RESALE		21.46%		21.46%
518							
519	EXPANDED LOCAL CALLING						
520	Extended Area Service		RESALE		21.46%		21.46%
521							
522	VERTICAL SERVICES						
523	Anonymous Call Rejection		RESALE		21.46%		21.46%
524	Repeat Dialing (Auto Redial)		RESALE		21.46%		21.46%
525	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE		21.46%		21.46%
526	Call Blocker		RESALE		21.46%		21.46%
527	Call Forwarding		RESALE		21.46%		21.46%
528	Call Forwarding - Busy Line		RESALE		21.46%		21.46%
529	Call Forwarding - Busy Line/Don't Answer		RESALE		21.46%		21.46%
530	Call Forwarding - Don't Answer		RESALE		21.46%		21.46%
531	Automatic CallBack (Call Return)		RESALE		21.46%		21.46%
532	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE		21.46%		21.46%
533	Call Trace		RESALE		21.46%		21.46%
534	Call Waiting		RESALE		21.46%		21.46%
535	Caller ID WithName (Calling Name)		RESALE		21.46%		21.46%
536	Caller ID (Calling Number)		RESALE		21.46%		21.46%
537	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE		21.46%		21.46%
538	MultiRing Service -2 (Personalized Ring -2 Dependent Numbers)		RESALE		21.46%		21.46%
539	Remote Access to Call Forwarding (Grandfathered)		RESALE		0.00%		0.00%
540	Selective Call Forwarding		RESALE		0.00%		0.00%
541	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE		21.46%		21.46%
542	Remote Call Forwarding-Per Feature		RESALE		21.46%		21.46%
543	RCF, Interstate, Interexchange		RESALE		21.46%		21.46%
544	RCF, Intrastate		RESALE		21.46%		21.46%
545	RCF, Interstate, International		RESALE		21.46%		21.46%
546	RCF, Intrastate, Interexchange		RESALE		21.46%		21.46%
547	RCF to 800		RESALE		21.46%		21.46%
548	RCF Additional		RESALE		21.46%		21.46%
549	Speed Calling 8		RESALE		21.46%		21.46%
550	Speed Calling 30		RESALE		21.46%		21.46%
551	Three Way Calling		RESALE		21.46%		21.46%
552	Call Screening		RESALE		21.46%		21.46%
553	Busy Line Transfer		RESALE		21.46%		21.46%
554	Alternate Answer		RESALE		21.46%		21.46%
555	Message Waiting - Tone		RESALE		21.46%		21.46%
556	Easy Call		RESALE		21.46%		21.46%
557	Prime Number Service		RESALE		21.46%		21.46%
558	SBC Indiana Privacy Manager		RESALE		21.46%		21.46%
559	Name and Number Delivery Service		RESALE		21.46%		21.46%
560							
561	DID						
562	DID		RESALE		21.46%		21.46%
563							
564	TRUNKS						
565	Trunk		RESALE		21.46%		21.46%
566							
567	AIN						
568	Area Wide Networking		RESALE		21.46%		21.46%
569	SBC Indiana Switch Alternate Routing (ANSAR)		RESALE		21.46%		21.46%
570	SBC Indiana Customer Location Alternate Routing (ACLAR)		RESALE		21.46%		21.46%
571							
572	OTHER						
573	Grandfathered Services		RESALE		0.00%		0.00%
574	Promotions (Greater than 90 days)		RESALE		21.46%		21.46%
575	TouchTone (Business)		RESALE		21.46%		21.46%
576	TouchTone (Trunk)		RESALE		21.46%		21.46%
577	900/976 Call Blocking (900/976 Call Restriction)		RESALE		0.00%		0%
578	976 (976 Information Delivery Service)		RESALE		0.00%		0%
579	Access Services (See Access Tariff)		RESALE		0.00%		0%
580	Additional Directory Listings		RESALE		21.46%		21.46%
581	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE		0.00%		0%
582	Connection Services		RESALE		21.46%		21.46%
583	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE		0.00%		0%
584	Shared Tenant Service		RESALE		0.00%		0%
585	Restoral of Service Charge		RESALE		0.00%		21.46%
586	Data Services						
587	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		RESALE		21.46%		21.46%
588	PBX Trunks		RESALE		21.46%		21.46%
589	Multi-Service Optical Network (MON)		RESALE		21.46%		21.46%
590	OCn-PTP		RESALE		21.46%		21.46%
591	ADTS-E		RESALE		21.46%		21.46%
592	DS0		RESALE		21.46%		21.46%
593	DS1		RESALE		21.46%		21.46%
594	DS3		RESALE		21.46%		21.46%
595							
596	ISDN						
597	ISDN		RESALE		21.46%		21.46%
598							
599	DIRECTORY ASSISTANCE SERVICES		RESALE		21.46%		20.29%
600	Local Operator Assistance Service		RESALE		21.46%		21.46%
601							
602	TOLL						
603	TOLL		RESALE		21.46%		21.46%

2	A	B	C	D	E	F	G	H
			INDIANA					
3				USOC		Recurring	Non-Recurring	
604							First	Additional
605			OPTIONAL TOLL CALLING PLANS					
606			Optional Toll Calling Plans	RESALE		21.46%	21.46%	
607								
608			CENTREX (PLEXAR)					
609			SBC Indiana Centrex Service ACS	RESALE		21.46%	21.46%	
610			SBC Indiana Centrex Network Manager	RESALE		0.00%	0.00%	
611								
612			PRIVATE LINE					
613			Analog Private Lines	RESALE		21.46%	21.46%	
614			Private Line Channel Services	RESALE		21.46%	21.46%	
615								
616			RESIDENCE				RESALE DISCOUNTS	
617			LOCAL EXCHANGE SERVICE			RECURRING	ON-RECURRING	
618			Life Line	RESALE		0.00%	0.00%	
619			Residence 1 Party	RESALE		21.46%	21.46%	
620			Residence Measured	RESALE		21.46%	21.46%	
621								
622			EXPANDED LOCAL CALLING					
623			Extended Area Service	RESALE		21.46%	21.46%	
624			VERTICAL SERVICES					
625			Anonymous Call Rejection	RESALE		21.46%	21.46%	
626			Repeat Dialing (Auto Redial)	RESALE		21.46%	21.46%	
627			Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE		21.46%	21.46%	
628			Call Blocker	RESALE		21.46%	21.46%	
629			Call Forwarding	RESALE		21.46%	21.46%	
630			Call Forwarding - Busy Line	RESALE		21.46%	21.46%	
631			Call Forwarding - Busy Line/Don't Answer	RESALE		21.46%	21.46%	
632			Call Forwarding - Don't Answer	RESALE		21.46%	21.46%	
633			Automatic Call-Back (Call Return)	RESALE		21.46%	21.46%	
634			Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE		21.46%	21.46%	
635			Call Trace	RESALE		21.46%	21.46%	
636			Call Waiting	RESALE		21.46%	21.46%	
637			Caller ID with Name (Calling Name)	RESALE		21.46%	21.46%	
638			Caller ID (Calling Number)	RESALE		21.46%	21.46%	
639			Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE		21.46%	21.46%	
640			Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE		21.46%	21.46%	
641			Remote Access to Call Forwarding (GF)	RESALE		21.46%	21.46%	
642			RCF, Interstate, Interexchange	RESALE		21.46%	21.46%	
643			RCF, Intrastate	RESALE		21.46%	21.46%	
644			RCF, Interstate, International	RESALE		21.46%	21.46%	
645			RCF, Intrastate, Interexchange	RESALE		21.46%	21.46%	
646			RCF to 800	RESALE		21.46%	21.46%	
647			RCF Additional	RESALE		21.46%	21.46%	
648			Selective Call Forwarding	RESALE		21.46%	21.46%	
649			Speed Calling 8	RESALE		21.46%	21.46%	
650			Three Way Calling	RESALE		21.46%	21.46%	
651			Call Screening	RESALE		21.46%	21.46%	
652			Busy Line Transfer	RESALE		21.46%	21.46%	
653			Alternate Answer	RESALE		21.46%	21.46%	
654			Message Waiting - Tone	RESALE		21.46%	21.46%	
655			Easy Call	RESALE		21.46%	21.46%	
656			SBC Indiana Privacy Manager	RESALE		21.46%	21.46%	
657			Name and Number Delivery Service	RESALE		21.46%	21.46%	
658								
659			ISDN					
660			ISDN	RESALE		21.46%	21.46%	
661								
662			DIRECTORY ASSISTANCE SERVICES					
663			Local Operator Assistance Service	RESALE		21.46%	21.46%	
664			Reverse Directory Assistance	RESALE		\$1.25	NA	
665								
666			OTHER					
667			Grandfathered Services	RESALE		0.00%	0.00%	
668			Promotions (Greater than 90 Days)	RESALE		21.46%	21.46%	
669			TouchTone	RESALE		21.46%	21.46%	
670			Home Services Packages	RESALE		21.46%	21.46%	
671			900/976 Call Blocking (900/976 Call Restriction)	RESALE		21.46%	21.46%	
672			976 (976 Information Delivery Service)	RESALE		21.46%	21.46%	
673			Access Services (See Access Tariff)	RESALE		0.00%	0%	
674			Additional Directory Listings	RESALE		21.46%	21.46%	
675			Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE		21.46%	21.46%	
676			Connection Services	RESALE		21.46%	21.46%	
677			Premise Services/Line Backer (Maintenance of Service Charges)	RESALE		0.00%	0%	
678			Shared Tenant Service	RESALE		0.00%	0%	
679								
680			TOLL					
681			Custom and Dedicated 800 Service (Home 800)	RESALE		21.46%	21.46%	
682			IntraLATA MTS	RESALE		21.46%	21.46%	
683			Toll Restriction	RESALE		21.46%	21.46%	
684								
685			Electronic Billing Information Data (daily usage)	RESALE		0.00%		
686			per message					
687								
688								
689			Line Connection Charge					
690			Residence	RESALE			21.46%	
691			Business	RESALE			21.46%	
692								
693			Service Order/Service Request Charge					
694			Residence	RESALE			21.46%	
695			Business	RESALE			21.46%	
696								
697			Non-Electronic (Manual) Service Order Charge					
698			Residence	RESALE			\$9.02	
699			Business	RESALE			\$9.02	

APPENDIX RECIPROCAL COMPENSATION

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1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Intercarrier Compensation between AT&T INDIANA and MCIIm.
- 1.2 The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.
- 1.3 Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

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

- 2.1 The Telecommunications traffic exchanged between MCIIm and AT&T INDIANA will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic Transit Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or a carrier providing telecommunications services utilizing Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.
- 2.2 Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIIm may assess AT&T INDIANA for the transport and termination of Local Traffic will be the same as the amount charged for each rate element which AT&T INDIANA may assess MCIIm for the transport and termination of Local Traffic.
- 2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. For purposes of intercarrier compensation, "Section 251(b)(5) Traffic" will be compensated depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:
 - (i) both physically located in the same AT&T INDIANA Local Exchange Area as defined in the AT&T INDIANA Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

- (ii) both physically located within neighboring AT&T INDIANA Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between MCI and AT&T INDIANA in which the originating end user of one Party and the terminating ISP of the other Party are:

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

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

- 2.4 When traffic is either originated by or terminated to an end user customer served via unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.
- 2.5 To the extent that the Parties are not exchanging traffic in a given Local Calling Area as of the Effective Date, the Parties' obligation to pay reciprocal compensation to each other for that Local Calling Area only shall commence on the date the Parties agree (which agreement shall not be unreasonably withheld) that the network is complete for that Local Calling Area (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.
- 2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to Exchange Access traffic. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 4.2 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement. All Exchange Access traffic shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs. The treatment of Voice over Internet Protocol (VOIP) traffic is set forth in Section 16.

- 2.6.1 Foreign Exchange (FX) traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep. Whether ISP-bound or non-ISP-bound, FX Traffic shall be defined as traffic for which MCI designates different points for rating and routing such that traffic that originates in one rate center is carried by AT&T INDIANA to a routing point designated by MCI in a rate center that is not local to the calling party even though the called NXX is local to the calling party.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined above in Section 2.2) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for Section 251(b)(5) Traffic and the FCC's ISP Terminating Compensation Plan above does not apply including, but not limited to, to ISP calls that fit the definitions of the following traffic:
- o FX Traffic
 - o IntraLATA Interexchange Traffic
 - o InterLATA Interexchange Traffic
 - o 800, 888, 877, ("8YY") Traffic
 - o Feature Group A Traffic
 - o Feature Group D Traffic
- 2.12.1 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place calls to an ISP under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such calls to an ISP are placed, the Parties agree that FCC's ISP Terminating Compensation Plan (including Options 1 and 2) do not apply, and that the rates, terms and conditions in this Agreement for such category of traffic shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 2.12.2 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.
- 2.13 Intentionally Omitted.
- 2.14 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.15 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the

origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Both Parties to this Appendix will be responsible for the accuracy and quality of the data as submitted to the respective parties involved, for traffic originated on each Party's respective network.
- 3.2 For all traffic including, without limitation, Switched Access Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user customer that originated and/or dialed the call, when including such information is technically feasible. If either Party identifies improper incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks) or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.3 Intentionally Omitted
- 3.4 For traffic which is delivered by AT&T INDIANA or MCI to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. In lieu of the foregoing PLU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.
- 3.4.1 If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by ten percent (10%) or more, that Party shall: (i) reimburse the auditing Party for the cost of the audit; (ii) pay for the cost of a subsequent audit, which shall take place within nine (9) months of the initial audit; and (iii) be billed for all calls passed without CPN at the Intrastate IntraLATA Toll Traffic rate.
- 3.5 Both Parties will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
- 3.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.7 Loss of Data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4. COMPENSATION

- 4.1 Intentionally Omitted.

- 4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate
 - 4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the growth caps, new market restrictions and rebuttable presumption stated below.
 - 4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.
 - 4.2.3 Payment of Inter-carrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
 - 4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic
 - 4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.2 of this Appendix.
 - 4.2.5 Applicability of Rates:
 - 4.2.5.1 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic as set forth in Appendix Pricing (ULS-Reciprocal Compensation for Termination of Local Traffic and Reciprocal Compensation) The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.
 - 4.2.5.2 Tandem Serving Rate Elements:
 - 4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.
 - 4.2.5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
 - 4.2.5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement.
 - 4.2.5.3 End Office Serving Rate Elements:
 - 4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement.
- 4.3 Intentionally Omitted.
- 4.4 Tandem Interconnection Rate Application

- 4.4.1 For MCIm traffic that terminates to AT&T INDIANA, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T INDIANA traffic that terminates to MCIm, transport and termination rates will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where MCIm has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T INDIANA's tandem switch, MCIm shall be entitled to receive the End Office Switching rate set forth in Section 4.2.5.3 above.
- 4.4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711(a)(3), MCIm must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T INDIANA's tandem switch. For purposes of this Appendix, MCIm's switch actually serves a geographic area comparable to the area served by AT&T INDIANA's tandem when MCIm's switch is providing local service to NPA-NXXs assigned or ported to MCIm in the comparable geographic area. MCIm shall be entitled to the tandem interconnection rates (tandem switching, tandem common transport termination, tandem transport common facility, end office set-up and end office duration) for all calls. MCIm will use the Commission approved state-wide average of fourteen (14) miles for calculating the common transport facility rate set forth in Section 4.3.2. The Parties may mutually agree on a blended rate based on the above application of rates.
- 4.4.1.2 Intentionally Omitted.
- 4.4.2 The Parties agree that MCIm's switches serve an area comparable to AT&T INDIANA's tandem switches.
- 4.5 Intentionally Omitted
- 4.6 Bill and Keep for ISP-bound Traffic in New Markets
- 4.6.1 In the event MCIm and AT&T INDIANA have not previously exchanged ISP-bound Traffic in any one or more AT&T INDIANA LATAs, prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between MCIm and AT&T INDIANA for the remaining term of this Agreement in any such AT&T INDIANA LATAs.
- 4.6.2 In the event MCIm and AT&T INDIANA have previously exchanged traffic in an INDIANA LATA, prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that INDIANA LATA, and that any ISP-bound Traffic in other AT&T INDIANA LATAs, shall be Bill and Keep for the remaining term of this Agreement.
- 4.6.2.1 Wherever Bill and Keep is the traffic termination arrangement between MCIm and AT&T INDIANA, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

- 4.7 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic and does not include Transit traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.
- 4.8 ISP-bound Traffic Rebuttable Presumption
- 4.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCI and AT&T INDIANA agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCI and AT&T INDIANA exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, MCI and AT&T INDIANA will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth above for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.
- 4.8.1.1 Intentionally Omitted.
- 4.9 Calculation of the 3:1 Ratio
- 4.9.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth above, and (iii) the amount of such traffic subject to Bill and Keep. For ISP-Bound traffic, the Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement.
- 4.10 Intentionally Omitted.
- 4.10.1 Intentionally Omitted.
- 4.11 Intercarrier Unbundled Local Switching (ULS) Traffic. For the purposes of compensation where MCI utilizes AT&T INDIANA' ULS (including UST), MCI has the sole obligation to enter into a compensation agreement with third party carriers that MCI originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will AT&T INDIANA have any liability to MCI or any third party if MCI fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom MCI does not have a traffic compensation agreement, MCI will indemnify, defend and hold harmless AT&T INDIANA against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and MCI will bill their respective charges directly to each other. AT&T INDIANA will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T INDIANA may

provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5. COMPENSATION FOR INTRALATA TOLL CALLS

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

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

- 9.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 13.
- 9.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.
- 9.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

10. INTRALATA 800 TRAFFIC

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

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

- 11.1 Intentionally Omitted.
- 11.2 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 11.4 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of EMI Category 110XXX records to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with EMI Category 110XXX records based upon mutually agreed upon intervals.
- 11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.
- 11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.9 Intentionally Omitted.
- 11.10 AT&T INDIANA and MCIIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

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

13.1 In INDIANA, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.2 For lost data see section 3.7 above.

14. BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

14.1 Since AT&T INDIANA is not the primary toll carrier in AT&T INDIANA, for AT&T INDIANA carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15. SEGREGATING AND TRACKING FX TRAFFIC

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

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

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 AT&T INDIANA'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 MCI end user that obtains local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T INDIANA end user that obtains local dial tone from AT&T INDIANA where AT&T INDIANA is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T INDIANA 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.
- (v) 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.

17. VOICE OVER INTERNET PROTOCOL (VOIP)

- 17.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the contractual limitations and stake dates set forth in Appendix Invoicing shall only apply to those services expressly identified in the Invoicing Appendix and in no event shall such limits and stake dates apply to any and all Losses incurred by either Party arising out or related directly or indirectly to (i) any and all interexchange traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol that is not delivered to the terminating Party over feature group D access trunks (ii) any and all information services traffic or traffic either Party

claims is Voice over Internet Protocol ("VoIP"), (iii) any and all traffic delivered to the terminating Party in which the CPN has been stripped, altered, modified, added, deleted, changed, or incorrectly assigned, and (iv) any and all third party claims, (v) claims for fraud and/or misrepresentation, and (vi) (v) any claims for indemnification related to the traffic described in subsections (i) through (v). For purposes of this Appendix Invoicing, CPN, at a minimum, shall include information that accurately reflects the physical location of the end user that originated and/or dialed the call.

APPENDIX RECORDING

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1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T INDIANA will provide recording, message processing and message detail services for (1) IXC transported calls for UNE and facility-base provider as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCI's end user customer use of resale or Lawful UNE.

2. DEFINITIONS

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

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

3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

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

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

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

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

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

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

The attached Exhibits show the service options that are offered under this Agreement for IXC transported calls.

EXHIBIT I SERVICES

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND EMI CATEGORY 110XXX

- 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 MCI's End Office. The Recording Company creates EMI Category 110XXX for this traffic and forwards those records to MCI.
- Option 3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from MCI's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCI.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL EMI CATEGORY 110XXX

- Option 4:** MCI Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCI. 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 EMI Category 110XXX and forwards the EMI Category 110XXX records to MCI.
- Option 5:** MCI Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCI. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates EMI Category 110XXX and forwards the EMI Category 110XXX records to MCI.
- Option 6:** This option has been withdrawn.
- Option 7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option 8:** Recording Company performs SSP function for MCI's 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 EMI Category 110XXX and forwards EMI Category 110XXX records to MCI.

- Option 9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for MCI. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCI.

TERMINATING RECORDINGS - IXC TRANSPORTED EMI CATEGORY 110XXX

- Option 11:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all switched access terminating usage recordings. Recording Company creates terminating EMI Category 110XXX for this data and forwards it to MCI.
- Option 12:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCI.
- Option 13:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCI.
- Option 14:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCI.
- Option 15:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating EMI Category 110XXX for this data and forwards EMI Category 110XXX records to MCI.

MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or EMI Category 110XXX to MCI generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. MCI forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T INDIANA's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive billable messages daily.)

Form SW-1733-III-B

EMI CATEGORY 1101XX INVOICE INTERVAL:

Daily (Full Status RAO Companies will receive EMI Category 110XXX daily.)

**APPENDIX
RESALE**

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1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

2. GENERAL TERMS AND CONDITIONS FOR RESALE

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

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

3. PRICING

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

4. RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCI may resell local services to provide Telecommunications Services. AT&T INDIANA will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T INDIANA has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.
- 4.2 AT&T INDIANA shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state

- 4.3 MCIIm shall only resell services to the same category of subscriber to whom AT&T INDIANA offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 MCIIm shall not use a resold service to avoid the rates, terms and conditions of AT&T INDIANA' corresponding retail tariff.
- 4.5 MCIIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications Carriers; provided, however, that MCIIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications Carriers.
- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T INDIANA federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay AT&T INDIANA for services for resale will apply to each local exchange line furnished to MCIIm under this Appendix for resale. AT&T INDIANA will not charge MCIIm any federal, state or local taxes that MCIIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act.
- 4.7 To the extent allowable by law, MCIIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIIm for resale. MCIIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 AT&T INDIANA shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by AT&T INDIANA as the incumbent local exchange carrier.
- 4.10 AT&T INDIANA' services are not available at wholesale rates to MCIIm for its own use or for the use of any of MCIIm's affiliates and/or subsidiaries or the use of MCIIm's parent or any affiliate and/or subsidiary of MCIIm's parent company, if any.
- 4.11 Unless permitted by tariff, MCIIm shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users onto a single service.
- 4.12 To the extent AT&T INDIANA makes available to itself, its End Users, subsidiaries, Affiliates or any other third parties any volume or term discounts, AT&T INDIANA shall make such volume and term discounts available to MCIIm at the same rates, terms and conditions.

- 4.13 If MCIIm is in violation of any provision of this Appendix Resale, AT&T INDIANA will notify MCIIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIIm will have thirty (30) calendar days to correct the violation and notify AT&T INDIANA in writing that the violation has been corrected. Should MCIIm dispute the stated violation, MCIIm must notify AT&T INDIANA in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T INDIANA and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

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

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

6. DIALING AND SERVICE PARITY, NUMBER RETENTION

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

7. CHANGES IN RETAIL SERVICE

- 7.1 AT&T INDIANA will notify MCIIm at least forty five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any

features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.

- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8. REQUIREMENTS FOR SPECIFIC SERVICES

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

- 8.3.2 Intentionally Omitted.
- 8.4 Intercept and Transfer Services. AT&T INDIANA shall provide intercept and transfer services to MCI for MCI End Users on the same basis as such services are available to comparable AT&T INDIANA End Users.
- 8.5 E911/911 Services. AT&T INDIANA shall provide to MCI, for MCI End Users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T INDIANA's End Users. AT&T INDIANA shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCI customer service information in the ALI/DMS used to support 911 services. AT&T INDIANA shall provide MCI End User information to the PSAP.
- 8.6 AT&T INDIANA will be responsible for the remittance of 911 surcharges for Resale services only, and will bill MCI where applicable for surcharges remitted to the appropriate E911 Customer until the rule in Docket 04-0771 becomes effective, at which time, subject to the transition period in such docket, MCI shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to the Commission's 911 Rules (83 Ill. Adm. Code Part 725).
- 8.7 Intentionally Omitted
- 8.8 Customer Specific Pricing Agreements. MCI may purchase AT&T INDIANA customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from AT&T INDIANA. Where MCI and AT&T INDIANA are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by AT&T INDIANA without unreasonable delay. AT&T INDIANA shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCI's request or other competitively sensitive information.
- 8.9 Inside Wire Maintenance Service. MCI may enter into a separate agreement with AT&T INDIANA to purchase AT&T INDIANA inside wire maintenance service for use with MCI customers.
- 8.10 Suspension of Service
- 8.10.1 MCI may offer to resell End User Initiated Suspension and Restoral Service to its End Users.
- 8.10.2 MCI may also provide AT&T INDIANA Initiated Suspension service for its own purposes. Service specifics may be obtained in state specific CLEC Handbooks.
- 8.10.2.1 MCI shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 8.10.2.2 Should MCI suspend service for one of its End User 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, MCI shall be charged and shall be responsible all appropriate monthly services

charges for the End Users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.

- 8.10.3 Should MCIIm restore its end user, restoral charges will apply and MCIIm will be billed for the appropriate service from the time of suspension.
- 8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIIm's option, MCIIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an End User-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 8.12 MCIIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

9. SUPPORT FUNCTIONS FOR RESOLD SERVICES

- 9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.
- 9.2 AT&T INDIANA shall make customized routing of OS/DA traffic available to MCIIm upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.
- 9.3 Intentionally Omitted.
- 9.4 Branding
- 9.4.1 Except where otherwise required by law, MCIIm shall not, without AT&T INDIANA's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T INDIANA or its Affiliates, nor shall MCIIm state or imply that there is any joint business association or similar arrangement with AT&T INDIANA in the provision of Telecommunications Services to MCIIm's End User.
- 9.4.2 Where available, AT&T INDIANA will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:
- 9.4.2.1 MCIIm will provide AT&T INDIANA recorded announcements and written specifications to be used to brand MCIIm's OS/DA calls.
- 9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.
- 9.4.2.3 Where AT&T INDIANA provides MCIIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.
- 9.4.2.4 Charges for branding are set forth in Appendix Pricing.
- 9.4.2.5 Until MCIIm's resold OS/DA traffic is customized routed off of the AT&T INDIANA OS/DA platform, AT&T INDIANA will continue to provide

OS/DA branding on AT&T INDIANA' own platform using the service provider ID solution currently in effect.

- 9.5 Intentionally Omitted.
- 9.6 Directory Assistance (DA) Listings
 - 9.6.1 AT&T INDIANA will include the MCIIm end user customer listing in its Directory Assistance database as part of the service order process. AT&T INDIANA will honor MCIIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIIm requested in the AT&T INDIANA database which is used to perform Directory Assistance functions. AT&T INDIANA shall permit MCIIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T INDIANA charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T INDIANA will provide Directory Assistance service to MCIIm that equals the Directory Assistance Service AT&T INDIANA provides to itself and its own End Users.
 - 9.6.2 Intentionally Omitted.
- 9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.
- 9.8 OS/DA calls which, at MCIIm's option, are routed to AT&T INDIANA, will meet or exceed the Performance Measurements which AT&T INDIANA provides to itself and its own End Users. AT&T INDIANA will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's End User to the repair number supplied by the appropriate Party.
- 9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification, Busy Line Interrupt is found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.
- 9.11 Access to the Line Information Database. MCIIm's service order shall update and maintain MCIIm End User information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for AT&T INDIANA' End Users.
- 9.12 Telephone Line Number Calling Cards. AT&T INDIANA' assigned telephone line calling card account ceases to exist once MCIIm becomes the account owner in LIDB. MCIIm may choose to enable a MCIIm calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCIIm shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the End User in the use of the MCIIm calling card. AT&T INDIANA will provide billing usage data via the established mechanisms.
- 9.13 Intentionally Omitted

- 9.14 Call Blocking. Upon MCI's request, AT&T INDIANA will provide blocking on a line by line basis of an MCI End User's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which AT&T INDIANA provides blocking to comparable End Users. If MCI does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCI to order the appropriate toll restriction or blocking on lines resold to End Users. MCI acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCI shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems.
- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10. SERVICE FUNCTIONS

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

- 10.1 Work Order Processes. AT&T INDIANA shall ensure that all work order processes used to provision local service to MCI for resale meet the service parity requirements set forth in other Appendices within this Agreement.
- 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCI end user customer. Except as otherwise provided in this Agreement, MCI shall be the single and sole point of contact for all MCI end user customers.
- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by AT&T INDIANA in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement

- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T INDIANA may not initiate any disconnect, suspension or termination of an MCIIm customer's resale services unless directed to do so by MCIIm by transmission of a service order or AT&T INDIANA' receipt of proper authorization to change such End User's primary local exchange carrier to a carrier other than MCIIm. AT&T INDIANA will provide MCIIm with an electronic notice of End Users who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Accounts. AT&T INDIANA shall allow MCIIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific End User account.

11. WHITE PAGES DIRECTORIES

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

12. CALL TRACE

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

13. MUTUAL RESPONSIBILITIES OF THE PARTIES

- 13.1 AT&T INDIANA will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCIIm, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to AT&T INDIANA' Local Service Center (LSC). AT&T INDIANA' LSC will respond to MCIIm's calls with the same level of service which AT&T INDIANA provides to its local exchange End Users Customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-

of-hours (other than Monday through Friday from 8 a.m. to 5:30 p.m.) ordering and provisioning coordination.

- 13.4 AT&T INDIANA will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the End Users become identifiable, such End Users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, AT&T INDIANA' LSC will provide coordination support for all designed and/or complex Resale services provided to MCIIm. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 13.8 Simple and Complex Service Orders: If AT&T INDIANA on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 AT&T INDIANA will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T INDIANA provides such blocking capabilities to its End Users, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCIIm may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. AT&T INDIANA will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 13.12 Unless otherwise directed, when MCIIm orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 AT&T INDIANA will provide standard provisioning intervals for all Resale services at parity with what it provides its retail End Users, its affiliates and CLECs other than MCIIm.

14. PROVISIONING REQUIREMENTS

- 14.1 Where available, AT&T INDIANA will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by MCIIm, all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an AT&T INDIANA employee visits the premises of an MCIIm End User, AT&T INDIANA's employee must inform the End User that he or she is acting on behalf of MCIIm. Materials left at the End User premises (e.g., a door hanger notifying the End

User of the service visit) must also inform the End User that AT&T INDIANA was acting on behalf of MCIIm.

- 14.3 AT&T INDIANA' technicians will direct MCIIm's End Users to contact MCIIm if MCIIm's End User requests a change in service at the time of installation.
- 14.4 AT&T INDIANA will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIIm's approval prior to commencing construction under an order for such service.

15. ORDER DUE DATE

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

16. REPAIR AND MAINTENANCE REQUIREMENTS

- 16.1 AT&T INDIANA will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.
- 16.2 AT&T INDIANA will provide maintenance for all Resale services on a nondiscriminatory basis.
- 16.3 AT&T INDIANA' technicians will provide repair service on a nondiscriminatory basis.

17. INTENTIONALLY OMITTED

18. INTERCOMPANY COMMUNICATIONS

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

may impact MCI's End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19. EMERGENCY RESTORATION

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

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

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

20. INTENTIONALLY OMITTED

21. INTENTIONALLY OMITTED

22. ESCALATION PROCEDURES

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

23. PREMISES VISIT PROCEDURES

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

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

23.1.2 Intentionally Omitted

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

24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

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

25. INSIDE WIRE MAINTENANCE SERVICE

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

RIGHTS OF WAY

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1 INTRODUCTION

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

2 DEFINITIONS

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

telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other AT&T INDIANA structures (such as huts and cabinets) which branch off from or are connected to AT&T INDIANA conduit. In this Appendix, the term refers to conduit systems owned or controlled by AT&T INDIANA.

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

bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”

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

3 STRUCTURE AVAILABILITY

- 3.1 AT&T INDIANA shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along AT&T INDIANA's distribution network that are owned or controlled by AT&T INDIANA (individually and collectively, “Structure”) for the placement of MCI's wires, cables and related facilities (individually and collectively, “attachments”).
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCI may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T INDIANA's poles, conduits and ducts.
- 3.3 AT&T INDIANA will not make Structure available:
 - 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;

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

and in any event, AT&T INDIANA shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, AT&T INDIANA shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

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

4 APPLICATION PROCESS

4.1 Provision of Records

- 4.1.1 In order to obtain information regarding facilities, MCI shall make a written request to AT&T INDIANA, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, AT&T INDIANA shall provide MCI with information regarding the types, quantity and location (which may be provided by provision of route maps) of AT&T INDIANA poles, conduit and right-of-way located within the geographic area specified by MCI within twenty (20) Business Days. Provision of information herein shall include the right of MCI employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCI's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.
- 4.1.2 For any information that is readily available, AT&T INDIANA shall use its best efforts to produce said information within five (5) days of the written requests. MCI may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T INDIANA shall provide MCI at least forty-eight (48) hours' notice prior to initiating such field survey. MCI employees or agents shall be permitted to enter AT&T INDIANA manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to AT&T INDIANA, with an AT&T INDIANA representative present and at MCI's expense.
- 4.1.3 AT&T INDIANA will provide MCI, at MCI's request and expense, with access to maps, records and additional information relating to its Structure; provided that AT&T INDIANA may redact any Proprietary Information (of AT&T INDIANA or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCI. Upon request, AT&T INDIANA will meet with MCI to clarify matters relating to maps, records or additional information. AT&T INDIANA does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCI and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

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

4.3 Pre-permit (Field) Survey

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

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

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

4.4 Notice of Environmental, Health, and Safety Inspections

4.4.1 AT&T INDIANA shall provide MCI_m with reasonable notice of environmental, health and safety inspections that is equivalent to the information that AT&T INDIANA provides to its employees who access rights-of-way, conduits, and pole attachments.

4.5 Issuance of Licenses When No Make-Ready Work is Required

4.5.1 If AT&T INDIANA determines that no make-ready work is required, AT&T INDIANA shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCI's application.

5 MAKE-READY WORK

5.1 Upon request, AT&T INDIANA shall permit MCI to conduct Make Ready Work itself or through an AT&T INDIANA Approved Vendor(s), if allowed by applicable union contracts.

5.1.1 If AT&T INDIANA determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of the field survey. If MCI is not satisfied with AT&T INDIANA's due date for completion of make ready work, MCI may perform the make ready work itself or elect to have the work completed by an AT&T INDIANA approved contractor.

5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, AT&T INDIANA will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, AT&T INDIANA shall allow other attaching Parties, including AT&T INDIANA to modify their attachment(s).

5.3 The costs of modifying a Structure to accommodate MCI's request, an existing or prospective attaching Party's request, or the needs of AT&T INDIANA, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including AT&T INDIANA, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including MCI. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification.

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

6 INSTALLATION AND MAINTENANCE RESPONSIBILITIES

6.1 Except where otherwise mutually agreed, MCI shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by AT&T INDIANA or by other attaching Parties. AT&T INDIANA will specify the location on the Structure where MCI's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCI shall construct each attachment in conformance with the permit issued by AT&T INDIANA for such attachment. Other than routine maintenance and service wire attachments, MCI shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCI shall provide AT&T INDIANA with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 MCI's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

6.3 Maintenance of MCI's Facilities

6.3.1 Each license granted under this attachment authorizes MCI to engage in maintenance of MCI's facilities located on or in AT&T INDIANA's poles, conduits, ducts and rights-of-way pursuant to such license. MCI shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCI shall give reasonable notice to AT&T INDIANA before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 Intentionally Omitted.

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

7 UNUSED SPACE

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

year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8 MAINTENANCE DUCTS

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

9 OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

- 9.1.1 If AT&T INDIANA 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. MCIIm acknowledges that, from time to time, it may be necessary or desirable for AT&T INDIANA to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by AT&T INDIANA's business needs or by an authorized application or license of another entity seeking access to AT&T INDIANA's poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIIm's attachment is required by AT&T INDIANA or another attaching Party, MCIIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIIm fails to move its attachment with the foregoing period, MCIIm authorizes AT&T INDIANA to move such attachment at MCIIm's expense.

10 TERM AND TERMINATION OF PERMIT

- 10.1 MCIIm's occupancy of Structure shall be pursuant to a permit issued by AT&T INDIANA for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:
- 10.1.1 Upon thirty (30) days written notice of termination by MCIIm.
- 10.1.2 If MCIIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.3 If MCIIm has not placed and put into service its attachments within 9 months from the date AT&T INDIANA has notified MCIIm that such Structure is available for MCIIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.1.4 If MCIIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

- 10.2 If AT&T INDIANA ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIIm has attachments, AT&T INDIANA shall:
- 10.2.1 Provide MCIIm notice within ten (10) Business Days after AT&T INDIANA has knowledge of such fact and shall not require MCIIm to remove its attachments from such Structure prior to AT&T INDIANA's removal of its own attachments.
- 10.3 AT&T INDIANA will provide MCIIm with at least sixty (60) days written notice prior to:
- 10.3.1 Terminating a permit for an attachment or terminating service to MCIIm's attachment,
- 10.3.2 Any increase in the rates for attachments to AT&T INDIANA's Structure permitted by the terms of this Appendix, or
- 10.3.3 Any Modification to AT&T INDIANA's Structure to which MCIIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If MCIIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIIm to so surrender such permit, AT&T INDIANA shall remove MCIIm's attachments at MCIIm's expense and without any liability on the part of the AT&T INDIANA for damage or injury to MCIIm's attachments unless caused by the negligence or intentional misconduct of AT&T INDIANA.
- 10.5 If AT&T INDIANA discovers that MCIIm has placed an attachment on AT&T INDIANA's Structure without a valid permit, AT&T INDIANA shall notify MCIIm of the existence of such unauthorized attachment and MCIIm shall pay to AT&T INDIANA within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, MCIIm shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 10.7 In addition, MCIIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If MCIIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T INDIANA shall have the right to remove such unauthorized attachment from AT&T INDIANA's Structure at MCIIm's expense.
- 11 NONCOMPLIANCE
- 11.1 Notice of Noncompliance
- 11.1.1 If, at any time, AT&T INDIANA determines that MCIIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T INDIANA may send written notice to MCIIm specifying the alleged noncompliance.

MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute AT&T INDIANA's assertion that such facilities are not in compliance, MCIm agrees to provide AT&T INDIANA with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T INDIANA in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

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

11.3 Failure to Bring Facilities into Compliance

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

11.4 Correction of Conditions by AT&T INDIANA

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

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

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

11.5 MCIm to Bear Expenses

11.5.1 MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with

requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCIIm.

12 INSPECTIONS

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

13 DAMAGE TO ATTACHMENTS

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

14 CHARGES

14.1 AT&T INDIANA'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 Communication Act and in compliance with applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. AT&T INDIANA reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T INDIANA reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.

14.2 Advance payment of 100% (one-hundred percent) of the total amount shall be required from MCIIm for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15 NONDISCRIMINATION

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

16 JOINING OF ATTACHMENTS

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

17 COST IMPUTATION

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

18 ABANDONMENT, SALES, OR DISPOSITIONS

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

LAWFUL UNES

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0 DEFINITIONS

- 0.1 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.2 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.3 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.4 Embedded Base. For the TRO Remand Affected Elements identified in Sections 9.0 (DS1 Loops and DS3 Loops), 12.2.3 (Dedicated Transport Dark Fiber), 15.0 (Dedicated DS1 Transport and Dedicated DS3 Transport), the Embedded Base is defined as including those customers for which CLEC had generated and AT&T INDIANA had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

1 INTRODUCTION

- 1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T INDIANA agrees to furnish MCI with access to Lawful unbundled Network Elements. At MCI's request, AT&T INDIANA shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T INDIANA shall provide such Lawful unbundled Network Elements in a manner that allows MCI to combine such elements in order to provide a Telecommunications Service.
 - 1.1.1 Lawful UNEs and Declassification. Anything to the contrary in this Appendix UNE notwithstanding, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.
 - 1.1.2 Intentionally Omitted
 - 1.1.3 Intentionally Omitted.
 - 1.1.4 Intentionally Omitted
- 1.2 Intentionally Omitted.

- 1.3 MCIIm may request new, undefined Lawful unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.4 The prices at which AT&T INDIANA agrees to provide MCIIm with Lawful unbundled Network Elements are contained in the applicable Appendix Pricing.
- 1.5 Lawful, Lawful Unbundled Network Element or Lawful UNE when used in relation to unbundled Network Elements, means those unbundled Network Elements described in this Agreement and required by applicable federal law, as determine by effective FCC rules and associated effective FCC and judicial orders, and effective orders and rules of the State Commission.

2 GENERAL TERMS AND CONDITIONS

- 2.1 AT&T INDIANA and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with AT&T INDIANA's network at any point designated by MCIIm, provided such point is technically feasible, for access to Lawful unbundled Network Elements for the provision by MCIIm of a Telecommunications Service.
- 2.2 AT&T INDIANA will provide MCIIm nondiscriminatory access to Lawful unbundled Network Elements:
 - 2.2.1 at any technically feasible point;
 - 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
 - 2.2.3 in a manner that allows MCIIm to provide a Telecommunications Service that may be offered by means of that Lawful unbundled Network Element;
 - 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested Lawful unbundled Network Element to be provided separately from access to other elements, and for a separate charge;
 - 2.2.5 with technical information about AT&T INDIANA's network facilities sufficient to allow MCIIm to achieve access to Lawful unbundled Network Elements consistent with the requirements of this Appendix;
 - 2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIIm's ability to provide a Telecommunications Service in a manner it intends;
 - 2.2.7 in a manner that allows MCIIm purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;
 - 2.2.8 where applicable, terms and conditions of access to Lawful unbundled Network Elements shall be no less favorable than terms and conditions under which AT&T INDIANA provides such elements to itself;
 - 2.2.9 Intentionally Omitted.
 - 2.2.10 At MCIIm's request, AT&T INDIANA shall provide combinations to MCIIm of Lawful UNEs in accordance with the requirements of this Section 2, other applicable requirements of this Agreement and Applicable Law, including 47 CFR

Section 51.315 and the limitations found in the *Verizon* decision. AT&T INDIANA may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any Lawful UNE or combination. AT&T INDIANA shall not separate MCIIm requested Lawful UNEs that are already combined unless requested by MCIIm.

- 2.3 MCIIm may not use AT&T INDIANA's Lawful unbundled Network Elements to provide services to other Telecommunications Carriers, (except in their capacity as End Users), including the exclusive provision of mobile wireless services, or long distance interexchange services (i.e. Telecommunications Service between different stations in different exchange areas).
- 2.4 When MCIIm is purchasing an Lawful unbundled Network Element, AT&T INDIANA will permit MCIIm exclusive use of that facility for a period of time, and when MCIIm is purchasing access to a feature, function, or capability of a facility, AT&T INDIANA will provide use of that feature, function, or capability for a period of time.
- 2.5 AT&T INDIANA will maintain, repair, or replace Lawful unbundled Network Elements as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the Lawful unbundled Network Element and access to such Lawful unbundled Network Element shall be at least equal to what AT&T INDIANA provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 Lawful unbundled Network Elements provided to MCIIm under the provisions of this Appendix shall remain the property of AT&T INDIANA.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of Lawful UNEs
 - 2.11.1 Each Lawful unbundled Network Element will be provided in accordance with industry standards, if applicable.
 - 2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.
 - 2.11.3 AT&T INDIANA may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCIIm orders for unbundled Network Elements from, and AT&T INDIANA's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T INDIANA places on itself for orders from its End Users.
- 2.12 AT&T INDIANA shall offer each Lawful unbundled Network Element individually or in combination as set forth in this Appendix Unbundled Network Element. AT&T INDIANA may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any unbundled Network Element or Lawful unbundled Network Element

combination. AT&T INDIANA shall not separate unbundled Network Elements that are already combined on AT&T INDIANA's network unless requested by MCIm.

- 2.13 For each Lawful unbundled Network Element, AT&T INDIANA shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where AT&T INDIANA provides contiguous Lawful unbundled Network Elements to MCIm, AT&T INDIANA will provide the existing interconnections and no demarcation point shall exist between such contiguous Lawful unbundled Network Elements.
- 2.14 MCIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services; provided, however, that AT&T INDIANA fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.15 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which MCIm will obtain Lawful UNEs from AT&T INDIANA. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, MCIm 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 or in combination with other UNEs, Lawful or otherwise), with a network element possessed by MCIm (or pursuant to Commingling or otherwise) directly from any AT&T INDIANA 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 AT&T INDIANA to enforce the foregoing (including if AT&T INDIANA fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful 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, AT&T INDIANA may either reject any such order submitted under tariff, or without the need for any further contact with or consent from MCIm, AT&T INDIANA may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by MCIm.

3 INTENTIONALLY OMITTED

4 ACCESS TO LAWFUL UNE CONNECTION METHODS

- 4.1 This Section describes the optional connection methods under which AT&T INDIANA agrees to provide MCIm with access on an Lawful unbundled basis to loops, and dedicated transport and the conditions under which AT&T INDIANA makes these methods available. These methods provide MCIm access to multiple AT&T INDIANA Lawful unbundled Network Elements which MCIm may then combine. The methods listed below provide MCIm with access to Lawful unbundled Network Elements without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

- 4.1.1 Subject to availability of space and equipment, MCI may use the methods listed below to access and combine Lawful unbundled Local Loops, and Lawful unbundled Dedicated Transport within a requested AT&T INDIANA Central Office.
- 4.1.1.1 (Method 1)
- 4.1.1.1.1 AT&T INDIANA will extend AT&T INDIANA Lawful unbundled Network Elements requiring cross connection to MCI's Physical or Virtual Collocation Point of Termination (POT) when MCI is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.
- 4.1.1.2 (Method 2)
- 4.1.1.2.1 AT&T INDIANA will extend AT&T INDIANA Lawful unbundled Network Elements that require cross connection to MCI's Lawful unbundled Network Element frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful unbundled Network Elements which are to be combined are located.
- 4.1.1.3 (Method 3)
- 4.1.1.3.1 AT&T INDIANA will extend AT&T INDIANA Lawful unbundled Network Elements to MCI's Lawful unbundled Network Element frame that is located outside the AT&T INDIANA Central Office where the Lawful unbundled Network Elements are to be combined in a closure such as a cabinet provided by AT&T INDIANA on AT&T INDIANA property.
- 4.2 The following terms and conditions apply to all methods when AT&T INDIANA provides access to Combinations:
- 4.2.1 Within ten (10) business days of receipt of a written request for access to Lawful unbundled Network Elements involving three (3) or fewer Central Offices, AT&T INDIANA will provide a written reply notifying MCI of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to Lawful unbundled Network Elements.
- 4.2.2 Access to Lawful unbundled Network Elements via Method 1 is only available to Physically Collocated MCIs. Access to Lawful unbundled Network Elements via Method 2 and Method 3 is available to both Collocated and Non-Collocated MCIs. Method 2 and Method 3 are subject to availability of AT&T INDIANA Central Office space and equipment.

- 4.2.3 MCIIm may cancel the request at any time, but will pay AT&T INDIANA's reasonable and demonstrable costs for modifying AT&T INDIANA's Central Office up to the date of cancellation.
- 4.2.4 MCIIm may elect to access AT&T INDIANA's Lawful unbundled Network Elements through Physical Collocation arrangements or through any other method permitted by this Agreement.
- 4.2.5 MCIIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIIm installed cross connects.
- 4.2.6 MCIIm shall refer trouble it has sectionalized in the AT&T INDIANA Lawful unbundled Network Element to AT&T INDIANA.
- 4.2.7 MCIIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful unbundled Network Elements.
- 4.2.8 All tools, procedures, and equipment used by MCIIm to connect to AT&T INDIANA's network shall comply with technical standards set out in AT&T Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.
- 4.2.9 MCIIm shall designate each Lawful unbundled Network Element being ordered from AT&T INDIANA. MCIIm shall provide an interface to receive assignment information from AT&T INDIANA regarding location of the Lawful unbundled Network Elements. This interface may be manual or mechanized.
- 4.2.10 AT&T INDIANA will provide MCIIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T INDIANA shall be referred to such contact numbers.
- 4.2.11 The use of cellular telephones or two-way pagers is not permitted in AT&T INDIANA equipment areas.

5 INTENTIONALLY OMITTED

6 CONVERSION OF WHOLESALE SERVICES TO LAWFUL UNES

- 6.1 Upon MCIIm's request, AT&T INDIANA shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIIm under this Appendix Lawful UNE, so long as MCIIm and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the applicable eligibility criteria. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 6.2 Where processes for the conversion requested pursuant to this Agreement are not already in place, AT&T INDIANA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after MCIIm's request. AT&T INDIANA agrees that MCIIm may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such

conversions, AT&T INDIANA agrees to process MCI's conversion requests on a case-by-case basis and without delay. Except as provided herein, in requesting a conversion of an AT&T INDIANA service, MCI must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T INDIANA service sought to be converted.

- 6.3 AT&T INDIANA shall perform any conversion from a wholesale service or group of wholesale services to a Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.
- 6.4 Except as otherwise agreed to by the Parties, AT&T INDIANA 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 Lawful unbundled Network Element or Combination of Lawful unbundled Network Elements.
 - 6.4.1 AT&T INDIANA may charge record change charges as set forth in Appendix Pricing.
- 6.5 Intentionally Omitted.
- 6.6 Intentionally Omitted.
- 6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.
- 6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7.0 and Section 22 below.

7 COMMINGLING

- 7.1 Subject to the provisions of this Agreement (including Sections 2.2.10 (Lawful UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), AT&T INDIANA shall permit MCI to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from AT&T INDIANA.
- 7.2 Definitions
 - 7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that MCI has obtained at wholesale from AT&T INDIANA or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.
 - 7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.
- 7.3 Commingling Requirements
 - 7.3.1 Upon MCI's request, AT&T INDIANA shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCI has obtained at wholesale from AT&T INDIANA.

7.3.2 AT&T INDIANA shall permit MCI to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T INDIANA. For the Commingled Arrangements listed in this Section 7.3.2, and any Commingled Arrangements voluntarily made available by AT&T INDIANA in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T INDIANA will make such Commingled Arrangements available in Indiana except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. Where AT&T INDIANA in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T INDIANA will make such Commingled Arrangement available in Indiana under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. The types of Commingled Arrangements which AT&T INDIANA is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T INDIANA Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

- 7.3.2.1 UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- 7.3.2.2 UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- 7.3.2.3 UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- 7.3.2.4 UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- 7.3.2.5 UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- 7.3.2.6 Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- 7.3.2.7 Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- 7.3.2.8 UNE loop to special access multiplexer
- 7.3.2.9 UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- 7.3.2.10 UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- 7.3.2.11 UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- 7.3.2.12 Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- 7.3.2.13 While not a commingling arrangement, AT&T INDIANA will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

- 7.3.3 To the extent that AT&T INDIANA requires MCIIm to submit orders for the commingling arrangements included in Sections 7.3.2.1 through 7.3.2.12 manually, the mechanized service order charge shall be applicable.
- 7.3.4 For any commingling arrangement MCIIm desires that is not included in this Section 7.3, or subsequently established by AT&T INDIANA, MCIIm shall request any such desired commingling arrangement and AT&T INDIANA shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in this Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T INDIANA will work with MCIIm to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 7.4 Intentionally Omitted.
- 7.5 Ratcheting
- 7.5.1 "Ratchet" or "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCIIm purchases Commingled unbundled Network Elements and wholesale services from AT&T INDIANA, AT&T INDIANA shall charge MCIIm on an element-by-element and service-by-service rate. Notwithstanding its obligations to Commingle under this Section, AT&T INDIANA is not required to and shall not "ratchet" individual facilities or unbundled Network Elements; provided, however, that the lack of a ratcheting requirement does not permit AT&T INDIANA to deny or refuse MCIIm access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of AT&T INDIANA's network with access or other non-unbundled Network Element services.
- 7.6 Intentionally Omitted
- 7.7 Commingling in its entirety (including its definition, the ability of MCIIm to Commingle, AT&T INDIANA'S obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T INDIANA offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 7.8 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, AT&T INDIANA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 7.9 Intentionally Omitted.
- 7.10 Intentionally Omitted.
- 7.11 Upon request, and to the extent required by applicable law and the applicable provisions of this Appendix Lawful UNE, AT&T INDIANA shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that MCIIm has obtained at wholesale from AT&T INDIANA (as well as requests where MCIIm also wants AT&T INDIANA to complete the actual Commingling). Subject to the terms and conditions of the Agreement and this Appendix Lawful UNE, MCIIm may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale

services obtained from AT&T INDIANA, and AT&T INDIANA shall not deny access to Lawful UNEs and combinations of Lawful UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T INDIANA.

7.12 Intentionally Omitted.

8 NETWORK INTERFACE DEVICE

8.1 The Lawful unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to AT&T INDIANA's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, AT&T INDIANA offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI's access to the NID is offered as specified below.

8.2 AT&T INDIANA shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through AT&T INDIANA's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by AT&T INDIANA (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

8.3.1.3 Request AT&T INDIANA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T INDIANA will work with MCI to develop specific procedures to establish the most effective means of implementing this Section.

8.3.1.5 With respect to multiple dwelling units or multiple-unit business

premises, MCIIm will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T INDIANA's NID where necessary.

- 8.3.1.6 AT&T INDIANA, at the request of MCIIm who has constructed its own NID at a premises and needs only to make contact with AT&T INDIANA's NID, will disconnect the customer's wiring from AT&T INDIANA's NID and reconnect it to MCIIm's NID at no extra charge for this reconnection.
- 8.3.1.7 If MCIIm requests any additional type of access to the NID not specifically referenced above, MCIIm and AT&T INDIANA will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

8.4 Technical Requirements

- 8.4.1 The Lawful UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T INDIANA's facilities, for the distribution media and/or cross connect to MCIIm's Lawful UNE NID, and shall maintain a connection to ground.
- 8.4.2 The Lawful UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIIm's Lawful UNE NID, consistent with the Lawful UNE NID's function at the Effective Date of this Agreement.
- 8.4.3 Where an AT&T INDIANA Lawful UNE NID exists, it is provided in its "as is" condition. MCIIm may request AT&T INDIANA do additional work to the Lawful UNE NID in accordance with other provisions herein.
- 8.4.4 The AT&T INDIANA Lawful UNE NIDs that MCIIm uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T INDIANA to serve its end user customers.
- 8.4.5 Upon request, AT&T INDIANA will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the Lawful UNE NID. In such cases, a Lawful UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the Lawful UNE NID location information provided to MCIIm prior to the dispatch request was inaccurate. AT&T INDIANA shall apply Time and Material charges for Premises Visits at parity with what AT&T INDIANA charges its retail end users customers.
- 8.4.6 MCIIm shall not attach to or disconnect AT&T INDIANA's ground. MCIIm shall not cut or disconnect AT&T INDIANA's loop from the Lawful UNE NID and/or its protector. MCIIm shall not cut any other leads in the Lawful UNE NID.

9 LAWFUL UNE LOCAL LOOP

9.1 Definitions:

- 9.1.1 "Lawful UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in AT&T INDIANA's central office and the loop demarcation point at an End User premises. This element includes all

features, functions, and capabilities of such transmission facility, including the Lawful UNE Network Interface Device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises as well as any inside wire owned or controlled by AT&T INDIANA that is part of that transmission path.

- 9.1.2 A "Hybrid Loop" is a Lawful UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 9.1.3 A "Fiber-to-the-Home Loop" is a Lawful UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.
 - 9.1.3.1 A "Fiber-to-the-Curb Loop" is a Lawful UNE Local Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.
- 9.1.4 A "DS1 Loop" is a digital Lawful UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services. DS1 Loops are digital Loops having a total digital signal speed of 1.544 megabytes per second, and they include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 9.1.5 A 2-Wire Lawful UNE analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.1.6 A 4-Wire Lawful UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Lawful UNE analog Loop provides separate transmit and receive paths.
- 9.1.7 A 2-Wire 160 Kbps Lawful UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 9.1.8 A 4-Wire 1.544 Mbps Lawful UNE digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 9.1.9 The DS3 Lawful UNE loop provides a digital, 45 Mbps transmission facility from AT&T INDIANA's Central Office to the End User premises.
- 9.1.10 Lawful UNE xDSL-Capable Loop: See Appendix xDSL.
- 9.2 Lawful UNE Copper Loops. AT&T INDIANA shall provide to MCI, upon MCI's request, Lawful UNE copper Loops on an unbundled basis, if available (including those facilities that can be made available through the same routine modifications and equipment installations by AT&T INDIANA as it makes for its customers). A Lawful UNE Copper Loop is a stand-alone Lawful UNE Local Loop comprised entirely of copper wire or cable. Lawful UNE Copper Loops include two-wire and four-wire Lawful UNE analog voice-grade copper loops, Lawful UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned

to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the Lawful UNE copper Loops are in service, or held as spares, or newly deployed. Lawful UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

- 9.2.1 Retirement of Lawful UNE Copper Loops. Prior to retiring any Lawful UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, AT&T INDIANA shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.
- 9.3 DS1 Loops. Subject to the cap set forth in Section 9.3.1, AT&T INDIANA shall provide MCI, upon MCI's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.8, once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required from AT&T INDIANA in that Wire Center, except as otherwise set forth in this Appendix.
- 9.3.1 Cap on unbundled DS1 Loop circuits. MCI may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.
- 9.4 DS3 Loops. Subject to the cap described in Section 9.4.1, AT&T INDIANA shall provide MCI, upon MCI's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Subject to Section 9.8, once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T INDIANA in that Wire Center, except as otherwise set forth in this Appendix. DS3 Loops are digital local Loops having a total digital signal speed of 44.736 megabytes per second.
- 9.4.1 Cap on unbundled DS3 Loops. MCI may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.
- 9.5 For Wire Center Declassification affecting DS1/DS3 Loops see Section 21.
- 9.6 Lawful UNE Hybrid Loops. AT&T INDIANA is not required to provide to MCI unbundled access to the packet switched features, functions and capabilities of its Lawful UNE Hybrid Loops.
- 9.6.1 Notwithstanding Section 9.3 above, when MCI seeks access to a Lawful UNE Hybrid Loop for the provision of broadband services, AT&T INDIANA shall provide MCI with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Lawful UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between AT&T INDIANA's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the Lawful UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.
- 9.6.2 Notwithstanding Section 9.3, when MCI seeks access to a Lawful UNE Hybrid Loop for the provision of narrowband services, AT&T INDIANA may either:

- 9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire Lawful UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
 - 9.6.2.2 Provide nondiscriminatory access to a spare home-run Lawful UNE Copper Loop serving that customer on an unbundled basis.
- 9.7 Fiber-to-the-Home Loops.
- 9.7.1 New builds. AT&T INDIANA shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T INDIANA deploys such a Loop to an end user customer premises that previously has not been served by any Lawful UNE Loop facility.
 - 9.7.2 Overbuilds. AT&T INDIANA shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when AT&T INDIANA has deployed such a Loop parallel to, or in replacement of, an existing Lawful UNE Copper Loop facility, except that:
 - 9.7.2.1 AT&T INDIANA must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCI's nondiscriminatory access to that Lawful UNE Copper Loop on an unbundled basis, upon MCI's request unless AT&T INDIANA retires the Copper Loop.
 - 9.7.2.2 If AT&T INDIANA maintains the existing Lawful UNE Copper Loop, AT&T INDIANA need not incur any expenses to ensure that the existing Lawful UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case AT&T INDIANA shall restore the Lawful UNE copper Loop to serviceable condition upon MCI's request.
 - 9.7.2.3 If AT&T INDIANA retires the Lawful UNE Copper Loop, AT&T INDIANA shall provide MCI, upon MCI's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.
- 9.8 Transition of TRO Remand Affected Unbundled High Capacity Loops. For those DS1 and DS3 loops that AT&T INDIANA is no longer required to unbundle under Section 251 under the terms of this Appendix Lawful UNE as of March 11, 2005, AT&T INDIANA shall continue to provide MCI's Embedded Base of such arrangements ordered by MCI before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, that AT&T INDIANA is no longer required to unbundle under Section 251 under the terms of this Appendix Lawful UNE as of March 11, 2005, AT&T INDIANA shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.
- 9.8.1 During the transition periods defined in Section 9.8 the rates for the High-Capacity Loop Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate MCI paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected

Element(s), *plus 15%* effective as of March 11, 2005. MCI shall be fully liable to AT&T INDIANA to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

9.8.2 Where AT&T INDIANA is no longer required to provide the Unbundled Loops as defined in Section 9.3 and 9.4 of this Appendix Lawful UNE, MCI shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop arrangements to analogous services where available in accordance with the Unbundled Loop Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops, MCI shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T INDIANA by the end of the transition period.

9.8.2.1 AT&T INDIANA will complete MCI transition orders in accordance with the OSS guidelines in place in support of the analogous service that the MCI is requesting the Loop arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T INDIANA shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T INDIANA and MCI shall coordinate such conversions.

9.8.2.2 MCI agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

9.8.2.3 If MCI has not submitted an LSR or ASR, as applicable, to AT&T INDIANA requesting conversion of the Affected DS1 and DS3 Loop Elements to another wholesale service, then on March 11, 2006, AT&T INDIANA, at its option, shall convert such loop(s) to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If MCI has not submitted an LSR or ASR, as applicable, to AT&T INDIANA requesting that the Affected Dark Fiber Loop arrangements be disconnected and returned to AT&T INDIANA, AT&T INDIANA shall disconnect such arrangements that remain in place as of September 11, 2006.

9.9 Routine Network Modifications – Lawful UNE Local Loops:

- 9.9.1 AT&T INDIANA shall make all routine network modifications to UNE Local Loop facilities used by MCIIm where the requested UNE Local Loop facility has already been constructed. AT&T INDIANA shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 9.9.2 A routine network modification is an activity that AT&T INDIANA regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T INDIANA ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 9.9.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T INDIANA is not obligated to perform such activities.
- 9.9.4 Intentionally Omitted.
- 9.9.5 Intentionally Omitted.
- 9.9.6 AT&T INDIANA may charge for: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), and (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, to the extent such equipment is not present on the loop facility when ordered. The Commission has not established permanent rates for these three services. The parties agree to the following interim rates: DS1 Repeater with trip: \$626.99, DS1 Repeater without trip: \$621.41. The parties agree that these interim rates are subject to true up after permanent rates are agreed upon or determined by the Commission. Unless parties agree to permanent rates, the Commission will set permanent rates.
- 9.10 AT&T INDIANA will provide MCIIm with access to unbundled Lawful UNE Local Loops regardless of whether AT&T INDIANA uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCIIm. Where available, AT&T INDIANA will move the requested Lawful unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) Lawful unbundled loop(s) at no additional charge. If, however, no such facilities are available, AT&T INDIANA will notify MCIIm of the lack of available facilities within two (2) business days.
- 9.10.1 If MCIIm requests one or more Lawful unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T INDIANA will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCIIm. If, however, no spare Lawful unbundled Loop is available, AT&T INDIANA will within two (2) Business Days, excluding weekends and holidays, of MCIIm's request, notify MCIIm of the lack of available facilities.

- 9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCIIm pursuant to Section 9.10 not otherwise recovered through existing nonrecurring or recurring rates for Lawful unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 9.12 When a Lawful UNE local loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local 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 MCIIm's end-user customer. Therefore, any request by MCIIm for a Lawful UNE Local Loop to a high voltage area will be submitted by MCIIm to AT&T INDIANA via the BFR process set forth in Appendix BFR and MCIIm shall be required to pay AT&T INDIANA for any HVPE that is provisioned by AT&T INDIANA to MCIIm in connection with MCIIm's Lawful UNE loop order to the high voltage area.
- 9.13 The Parties acknowledge and agree that AT&T INDIANA shall not be obligated to provision any of the Lawful UNE loops provided for herein to cellular cites or to any other location that does not constitute an End User Customer premises.
- 9.14 MCIIm agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

10 LAWFUL UNE SUBLOOP

- 10.1. Lawful UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in AT&T INDIANA's outside plant, including inside wire owned or controlled by AT&T INDIANA, and the customer premises. A Lawful UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the Lawful UNE Subloop. Lawful UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.
- 10.1.1. A point of technically feasible access is any point in AT&T INDIANA's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 10.2 Definitions pertaining to the Lawful UNE Sub-Loop:
- 10.2.1 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.
- 10.2.2 "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.

- 10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 10.2.4 Lawful UNE "Digital Subloop" may be deployed on on-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 and 1.544 Mbps subloop transport.
- 10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 10.2.8 "SPOI" is defined as a Single Point of Interconnection.
- 10.2.9 "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.
- 10.2.10 "Term-to-NID Lawful UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 10.3 Lawful UNE Subloops.
- 10.3.1 AT&T INDIANA shall provide MCIm, upon MCIm's request, with nondiscriminatory access to Lawful UNE Subloops on an unbundled basis, including but not limited to:
- 10.3.1.1 Lawful UNE 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 10.3.1.2 Lawful UNE 4-Wire Analog Subloop provides a 4-wire loop (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).
- 10.3.1.3 Lawful UNE 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 10.3.1.4 Lawful UNE ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.

- 10.3.1.5 Lawful UNE xDSL Subloop is as defined in the Post-Triennial Review xDSL Loops Appendix and will be available to MCI in AT&T INDIANA in those instances where MCI has an approved and effective Post-Triennial Review Lawful UNE xDSL Loops Appendix as a part of this Agreement. In addition to the provisions set forth in the Post-Triennial Review Lawful UNE xDSL Loops Appendix, the Lawful UNE xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 8, 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 Post-Triennial Review xDSL Loops Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Section 8, the Lawful UNE subloop provisions set forth in this Section 8 shall control.
- 10.3.2 Subloops for Multiunit Premises Access and NIDs
- 10.3.2.1 Subloops for access to multiunit premises wiring. AT&T INDIANA shall provide MCI, upon MCI's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that MCI seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in AT&T INDIANA's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by AT&T INDIANA at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of AT&T INDIANA's network as defined in Section 68.3 of the FCC's Rules.
- 10.3.2.2 AT&T INDIANA will construct a SPOI only to those Multi-Unit premises where AT&T INDIANA has distribution facilities to the premises and AT&T INDIANA either owns controls or leases the inside wire, if any at such premises. If AT&T INDIANA has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. AT&T INDIANA's obligation to build a SPOI for multi-unit premises only arises when MCI indicates that it will place an order for an Lawful unbundled subloop network element via a SPOI. This obligation is in addition to AT&T INDIANA's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of AT&T INDIANA under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.
- 10.4 Lawful UNE Subloop conditioning where applicable, is covered in Appendix DSL.
- 10.5 Access to Lawful UNE Subloops
- 10.5.1 Access to terminals for Lawful UNE Subloops is defined to include:
- 10.5.1.1 any technically feasible point, near the end user customer's 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 customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 MCIIm may request access to the following Subloop segments:

FROM	TO
1. Intentionally Omitted	Intentionally Omitted
2. Intentionally Omitted	Intentionally Omitted
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. Network Interface Device	Stand Alone
7. SPOI (Single Point of Interface) ¹	Network Interface Device
8. Intentionally Omitted	Intentionally Omitted
9. Intentionally Omitted	Intentionally Omitted
10. Intentionally Omitted	Intentionally Omitted

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE subloop circuit(s).

10.7.2 Spare Lawful UNE subloop(s) will be assigned to MCIIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

10.7.3 Provisioning intervals for Lawful UNE subloops shall be governed by MCIIm's state-specific contract interval for the stand-alone, full Lawful unbundled Network Element. For example, the provisioning interval for DSL-capable Lawful UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.8 Maintenance:

10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the

¹ Provided using the BFR Process. In addition, if MCIIm requests an Interconnection Point which has not been identified, MCIIm will need to submit a BFR.

² Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

Lawful UNE subloop from the AT&T INDIANA switch/testing equipment will be lost.

- 10.8.2 Once Lawful UNE Subloop Access Arrangements have been completed and balance of payment due AT&T INDIANA is received, MCI may place LSRs for subloops at this location. Prices at which AT&T INDIANA agrees to provide MCI with Lawful unbundled Network Elements are contained in the state specific Appendix Pricing.
- 10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCI has a SAA, AT&T INDIANA's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCI's cabling require replacement, AT&T INDIANA will provide prompt notification to MCI for MCI to provide the replacement cable to be terminated as necessary.
- 10.8.4 AT&T INDIANA shall charge MCI a Maintenance of Service Charge (MSC) when MCI reports a suspected failure of a Lawful UNE and AT&T INDIANA dispatches personnel to the End User Customer's premises or an AT&T INDIANA Central Office and trouble was not caused by AT&T INDIANA's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.
- 10.9 Subloop Access Arrangements:
- 10.9.1 Whenever MCI wants to combine Lawful UNE subloops with other MCI elements, MCI will, prior to ordering Lawful UNE subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T INDIANA subloop network.
- 10.9.2 The space available for combining, collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCI will initiate a Special Construction Arrangement (SCA) by submitting a Lawful UNE Subloop Access Arrangement Application.
- 10.9.3 Upon receipt of a complete and correct application, AT&T INDIANA will provide to MCI within thirty (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 MCI submits a request to provide a written estimate for Lawful UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 10.9.4 The assignment of Lawful 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 subloop facilities.
- 10.9.5 Lawful UNE Subloop inquiries do not serve to reserve Lawful UNE subloop(s).
- 10.9.6 Several options exist for Collocation or Lawful 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.

- 10.9.7 MCI_m will be responsible for obtaining rights of way from owners of property where AT&T INDIANA has placed the equipment necessary for the Lawful UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 Prior to submitting the Lawful UNE Sub-Loop Access Arrangement Application for SCA, MCI_m shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both MCI_m and AT&T INDIANA to successfully implement Lawful UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the Lawful UNE Subloop Access Arrangement shall be completed within ninety (90) days of MCI_m submitting to AT&T INDIANA 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. AT&T INDIANA will not begin any construction under the SCA until MCI_m has provided proof that it has obtained necessary rights of way as defined herein. In the event MCI_m disputes the estimate for an Lawful UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, AT&T INDIANA will proceed with construction of the Lawful UNE Subloop Access Arrangement upon receipt from MCI_m of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCI_m 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.
- 10.9.10 Upon completion of the construction activity, MCI_m will be allowed to test the installation with an AT&T INDIANA technician. If MCI_m desires test access to the Lawful UNE Subloop Access Arrangement, MCI_m should place its own test point in its cable prior to cable entry into AT&T INDIANA's interconnection point.
- 10.9.11 A non-binding MCI_m forecast shall be required as a part of the request for a Lawful UNE Subloop Access Arrangement, identifying the Lawful UNE subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T INDIANA to properly engineer access to each SAI and to ensure AT&T INDIANA does not provide more available terminations than MCI_m expects to use.
- 10.9.12 In order to maximize the availability of terminations for all MCI_ms, MCI_m shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCI_m would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 10.9.13 Unused MCI_m 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 MCI_m expense.
- 10.9.14 In the event MCI_m elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCI_m shall pay AT&T INDIANA for removal of their facilities from such arrangement.

10.10 Lawful UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

- 10.10.1.1 MCIIm cable to be terminated in an AT&T INDIANA 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. MCIIm's Aerial cables should be aircore.
- 10.10.1.2 MCIIm 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 AT&T INDIANA will terminate on available binding posts in the SAI/FDI or Terminal.
- 10.10.1.3 MCIIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T INDIANA will stub out a cable from the SAI/FDI or Terminal, which AT&T INDIANA will splice to MCIIm's cable at the meet point.
- 10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
- 10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIIm and AT&T INDIANA are mutually agreeable, AT&T INDIANA may increase capacity of the SAI/FDI by the method of its choice, for which MCIIm will be charged a portion of the expense to be determined by duly authorized MCIIm and AT&T INDIANA engineers for the purpose of allowing MCIIm to terminate its cable at the SAI/FDI.
- 10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, AT&T INDIANA may choose to increase the capacity of the terminal or, upon MCIIm's request, to construct an adjacent termination facility to accommodate the MCIIm facilities for which MCIIm will be charged.

10.11 Relocation of Existing ILEC/MCIIm Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

- 10.11.1 AT&T INDIANA shall notify MCIIm of pending relocation as soon as AT&T INDIANA receives such notice.
- 10.11.2 MCIIm shall notify AT&T INDIANA of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 10.11.3 AT&T INDIANA shall then provide MCIIm 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 by MCIIm and AT&T INDIANA engineers.
- 10.11.4 MCIIm shall notify AT&T INDIANA of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T INDIANA estimate.

- 10.11.5 Upon acceptance of the AT&T INDIANA estimate, MCIIm shall pay at least 50% of the relocation costs at the same time as they notify AT&T INDIANA of their acceptance of estimate costs.
- 10.11.6 Should MCIIm decide not to continue the SAA, MCIIm will notify AT&T INDIANA as to the date that AT&T INDIANA may remove MCIIm's facilities from that SAA. MCIIm will pay AT&T INDIANA for all costs associated with the removal of MCIIm's SAA.
- 10.11.7 In the event that MCIIm does not respond to AT&T INDIANA in time to have their facilities relocated, AT&T INDIANA shall move MCIIm facilities and submit a bill for payment to MCIIm for the costs associated with the relocation. Should MCIIm elect not to pay this bill, MCIIm's facilities will be removed from the site upon thirty (30) days notice to MCIIm.
- 10.12 Retirement of Copper Lawful UNE SubLoops. Prior to retiring any Copper Lawful UNE SubLoop that has been replaced with a Fiber-to-the-Home Loop, AT&T INDIANA shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

11 ENGINEERING CONTROLLED SPLICE (ECS)

- 11.1 AT&T INDIANA will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T INDIANA, for MCIIm to gain access to Lawful UNE subloops at or near remote terminals.
- 11.2 The ECS shall be made available for SAAs utilizing the SCA.
- 11.2.1 MCIIm 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 AT&T INDIANA will construct any Lawful UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T INDIANA 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, the requesting telecommunications carrier will not be liable for such extra costs.
- 11.2.2 MCIIm 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 AT&T INDIANA places more pairs at the splice.
- 11.2.3 AT&T INDIANA will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T INDIANA will construct the engineering controlled splice, the ECS may be owned by AT&T INDIANA or the MCIIm (depending on the specific arrangement) at the option of AT&T INDIANA.
- 11.2.4 If more than one MCIIm 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.

- 11.2.5 AT&T INDIANA may require a separate SCA for each remote terminal site.
 - 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE subloop or dark fiber is to be provisioned. 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.
 - 11.3 MCIIm will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
 - 11.3.1 Dedicated Facility Option (DFO)
 - 11.3.1.1 MCIIm may request AT&T INDIANA splice the existing cabling between the ECS and the SAI to MCIIm's SAA facility. This facility will be "dedicated" to MCIIm for subsequent Lawful UNE subloop orders.
 - 11.3.1.2 MCIIm must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
 - 11.3.1.3 MCIIm will compensate AT&T INDIANA for each of the dedicated subloop facilities, based on recurring Lawful UNE subloop charges for the quantity of Lawful UNE subloops dedicated to MCIIm between the ECS and the SAI.
 - 11.3.2 Cross-connected Facility Option (CFO)
 - 11.3.2.1 MCIIm may request AT&T INDIANA build an ECS cross-connect junction on which to terminate MCIIm's SAA facility.
 - 11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T INDIANA cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T INDIANA cabling.
 - 11.3.2.3 MCIIm must designate the quantity of Lawful UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
 - 11.3.2.4 MCIIm will compensate AT&T INDIANA for the charges incurred by AT&T INDIANA derived from MCIIm's request for the SCA.
- 12 LAWFUL UNE DARK FIBER
 - 12.1 Subject to Sections 2 and 3 of this Appendix Lawful UNE, AT&T INDIANA shall provide Lawful unbundled Dedicated Transport Dark Fiber.
 - 12.2 Unbundled Lawful UNE Dedicated Transport Dark Fiber is deployed unlit optical fiber within AT&T INDIANA's network.
 - 12.2.1 Lawful UNE Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIIm may only subscribe to dark fiber that is considered "spare," as defined herein. Lawful UNE Dark Fiber is

deployed unlit fiber optic cable that connects two points within the AT&T INDIANA's network. Lawful UNE Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

12.2.2 Intentionally Omitted.

12.2.3 Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T INDIANA Dark Fiber interoffice transmission facilities dedicated to MCIIm that are within AT&T INDIANA's switches or wire centers within a LATA. AT&T INDIANA is not obligated to provide MCIIm with unbundled access to Dedicated Transport that does not connect a pair of AT&T INDIANA wire centers. AT&T INDIANA will offer Lawful UNE Dedicated Transport Dark Fiber to MCIIm when MCIIm has collocation space in each AT&T INDIANA Central Office where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of AT&T INDIANA's wire centers or switches and another of AT&T INDIANA'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.

12.3 Lawful UNE Loop Dark Fiber

12.3.1 AT&T INDIANA is not required to provide Loop Dark Fiber on an unbundled basis.

12.3.1.1 As to each dark fiber Loop, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T INDIANA shall continue to provide access to MCIIm's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCIIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement effective February 25, 1997 ("MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement") for a transitional period of time, ending upon the earlier of:

(a) MCIIm's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCIIm's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement beyond its term.

12.4 Lawful UNE Dedicated Transport Dark Fiber

12.4.1 Subject to Section 15.5 and this Section 12.4 of this Appendix Lawful UNE, AT&T INDIANA shall provide MCIIm, upon MCIIm's request, with nondiscriminatory access to Lawful UNE Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that AT&T INDIANA need not provide MCIIm with Lawful UNE Dedicated Transport of OCn levels or higher.

12.4.2 Intentionally Omitted.

12.4.2.1 AT&T INDIANA shall provide MCIIm with access to Lawful 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, AT&T INDIANA must provide Lawful 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 Lawful UNEs under this Agreement. Accordingly, MCIIm may not order or otherwise obtain, and MCIIm will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s). Products provided by AT&T INDIANA in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified. The Parties agree that activity by AT&T INDIANA under this Section 12 shall not be subject to the Network Disclosure Rules.

12.4.2.2 Intentionally Omitted.

12.4.2.3 As to each dark fiber Transport, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T INDIANA shall continue to provide access to MCIIm's embedded base of dark fiber Transport (i.e. only dark fiber Transport ordered by MCIIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in Article IX of MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIIm's disconnection or other discontinuance of use of one or more of the dark fiber Transport;

(b) MCIIm's transition of an dark fiber Transport to an alternative arrangement; or

(c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement beyond its term.

12.4.3 Intentionally Omitted.

12.4.4 Wire Center "Tiers" -- For purposes of this Section , wire centers are classified into three "tiers," as follows:

12.4.4.1 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 MCIms. 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.

12.4.4.2 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.

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 For Wire Center Declassification affecting Dark Fiber see Section 21.

12.5 Spare Fiber Inventory Availability and Condition

12.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare Lawful UNE Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare Lawful UNE Dedicated Transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T INDIANA's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

12.6 Determining Spare Fibers:

12.6.1 AT&T INDIANA will inventory spare Lawful UNE Dedicated Transport Dark Fiber. Spare Lawful UNE Dedicated Transport Dark Fiber do not include the following:

12.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers

12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers

12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers

12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers

12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers

12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers

12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers

12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers

12.6.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCI for use under this Agreement.

- 12.6.1.3 AT&T INDIANA growth fibers. Fibers documented as reserved by AT&T INDIANA for utilization for growth within the 12 month-period following the carrier's request.
- 12.6.2 The appropriate AT&T INDIANA engineering organization will maintain records on each fiber optic cable for which MCI request Lawful UNE Dedicated Transport Dark Fiber.
- 12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber
 - 12.7.1 MCI may order dark fiber on a strand-by-strand basis. Should spare Lawful UNE Dedicated Transport Dark Fiber fall below 8 strands in a given location, AT&T INDIANA will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.
 - 12.7.2 If MCI wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing MCI's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, AT&T INDIANA shall provide to MCI information regarding the location and availability. When MCI submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
 - 12.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T INDIANA will notify MCI and MCI may place an Access Service Request (ASR) for the Lawful UNE Dedicated Transport Dark Fiber.
 - 12.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to MCI 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 Lawful UNE Dedicated Transport Dark Fiber. When MCI submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities assigned for use by MCI within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.
 - 12.7.3.1 Prior to completing any order for dark fiber submitted by MCI, AT&T INDIANA shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCI. If, in MCI's sole discretion, such AML reading indicates that the dark fiber does not meet MCI's usability and performance requirements, MCI may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office Inquiry charges associated with that order.
- 12.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber
 - 12.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the "Lifting of Unbundling Declassification Section" of this Appendix Lawful UNE. For clarification purposes, AT&T INDIANA's right of revocation of access under this section applies even when the affected Lawful UNE Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case MCI's

rights to the affected network element may be revoked as provided in this section.

- 12.8.1.1 AT&T INDIANA may reclaim Lawful UNE Dedicated Transport Dark Fiber from MCI_m upon at least twelve (12) months written notice only if:
- 12.8.1.2 AT&T INDIANA negotiates with MCI_m in good faith to address MCI_m's concerns related to AT&T INDIANA's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;
- 12.8.1.3 AT&T INDIANA demonstrates to the Commission that AT&T INDIANA reasonably needs the Lawful UNE Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and
- 12.8.1.4 AT&T INDIANA provides MCI_m with an alternative facility with the same bandwidth MCI_m was using or had committed to use prior to AT&T INDIANA reclaiming the facility, provided that AT&T INDIANA shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCI_m or reduce the quality of MCI_m's services.

12.8.2 Should MCI_m not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T INDIANA provided the fiber(s), AT&T INDIANA may revoke MCI_m's access to the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to AT&T INDIANA inventory. AT&T INDIANA may reclaim from MCI_m the right to use Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the Lawful UNE Dedicated Transport and Loop Dark Fiber is being utilized by MCI_m, upon twelve (12) months' written notice to MCI_m. AT&T INDIANA will provide an alternative facility for MCI_m with the same bandwidth MCI_m was using prior to reclaiming the facility. AT&T INDIANA must also demonstrate to MCI_m that the Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet AT&T INDIANA's bandwidth requirements within the twelve (12) months following the revocation.

12.9 Access Methods specific to Lawful UNE Dark Fiber

- 12.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an AT&T INDIANA approved splitter shelf. This arrangement allows for non-intrusive testing.
- 12.9.2 At AT&T INDIANA Central Offices, Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCI_m access is provided pursuant to Method 1 (Section 4 of this Appendix Lawful UNE), which is the only method of access for Dark Fiber.

12.10 Installation and Maintenance for Lawful UNE Dark Fiber

- 12.10.1 AT&T INDIANA will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIIm's equipment.
- 12.11 Transitional Provision of Embedded Base of Dark Fiber Transport. See Section 15.5.
- 12.12 Routine Network Modifications - Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber
- 12.12.1 AT&T INDIANA shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by MCIIm where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T INDIANA shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 12.12.2 A routine network modification is an activity that AT&T INDIANA regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 12.12.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. AT&T INDIANA is not obligated to perform the above stated activities for MCIIm. However, when MCIIm purchases Dark Fiber, AT&T INDIANA shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.
- 13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P
- 13.1 The Parties acknowledge that if MCIIm does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCIIm reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCIIm is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)
- 13.2 Transitional Provision of Embedded Base of ULS and UNE-P.
- 13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T

INDIANA shall continue to provide access to MCI's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCI before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement for a transitional period of time, ending upon the earlier of:

- 13.2.1.1 MCI's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
 - 13.2.1.2 MCI's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
 - 13.2.1.3 March 11, 2006.
 - 13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement beyond its term.
- 13.2.2 AT&T INDIANA's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCI may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T INDIANA may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.
- 13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this appendix , and subject to this section, and subject to the conditions set forth below, AT&T INDIANA shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.
- 13.2.3.1 Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.
- 13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.
- 13.3.1 Notwithstanding anything in the Article IX of the MCImetro Access Transmission Services LLC INDIANA Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:
- 13.3.1.1 the rate at which MCI obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or

- 13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.
- 13.3.2 Regardless of the execution or effective date of this appendix or this Agreement, MCIIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.
- 13.3.3 MCIIm shall be fully liable to AT&T INDIANA to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.
- 13.4 End of Transitional Period for ULS and UNE-P.
- 13.4.1 MCIIm will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).
- 13.4.1.1 To the extent that there are MCIIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, AT&T INDIANA, without further notice or liability, will re-price such arrangements to a market-based rate.
- 14 INTENTIONALLY OMITTED
- 15 LAWFUL UNE DEDICATED TRANSPORT
- 15.1 Definitions
- 15.1.1 "Lawful UNE Dedicated Transport" (DS1, DS3 or Dark Fiber) is an interoffice transmission path, to which MCIIm is granted exclusive use, between an MCIIm-designated location in one of AT&T INDIANA's wire centers or switches within a LATA and an MCIIm-designated location in another of AT&T INDIANA's wire centers or switches within a LATA. Such MCIIm-designated locations may include MCIIm network components as located within connecting AT&T INDIANA's wire centers or switches within a LATA. Such MCIIm-designated locations may also include other carriers' network components located within AT&T INDIANA's wire centers or switches, as permitted by other carriers via a letter of authorization.
- 15.2 Subject to the limitations set forth in Section 15.5 ("Transition") of this Appendix Lawful UNE, AT&T INDIANA shall provide MCIIm with nondiscriminatory access to DS1 and DS3 Lawful UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only where such facilities exist at the time of MCIIm's request (including those facilities that can be made available through the same routine modifications and equipment installations by AT&T INDIANA as it makes for its customers) and only over routes that have not been Declassified.
- 15.2.1 AT&T INDIANA will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE Dedicated Transport.

- 15.2.2 AT&T INDIANA will provide Lawful UDT to MCIIm only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).
- 15.2.3 Lawful Unbundled Dedicated Transport includes the following elements:
- 15.2.3.1 a circuit between two AT&T INDIANA switches or Wire Centers within AT&T INDIANA's network within the LATA.
 - 15.2.3.2 Multiplexing – an option ordered in conjunction with Lawful UNE 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 Unbundled Dedicated Transport.
 - 15.2.3.3 Other optional features are outlined in Appendix Pricing.
- 15.3 Dedicated DS1 Transport.
- 15.3.1 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T INDIANA shall provide MCIIm, upon MCIIm's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 21 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.2 of this Appendix Lawful UNE, no future DS1 Unbundled Dedicated Transport will be required of AT&T INDIANA on such routes, except as otherwise set forth in this Appendix Lawful UNE.
- 15.3.1.1 In accordance with Rule 51.319, AT&T INDIANA is not obligated to provision to MCIIm more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 15.4 Dedicated DS3 Transport.
- 15.4.1 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T INDIANA shall provide MCIIm, upon MCIIm's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 21 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.2 and 0.3 of this Appendix Lawful UNE, no future DS3 Unbundled Dedicated Transport will be required of AT&T INDIANA on such routes, except as otherwise set forth in this Appendix Lawful UNE.
- 15.4.1.1 In accordance with Rule 51.319(e)(2), AT&T INDIANA is not obligated to provision to MCIIm more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.
- 15.5 Transition of TRO Remand Affected Unbundled Transport. For those DS1 and DS3 dedicated transport facilities that AT&T INDIANA is no longer required to unbundle under Section 251 under the terms of this Appendix Lawful UNE as of March 11, 2005, AT&T INDIANA shall continue to provide MCIIm's Embedded Base of such arrangements ordered by MCIIm before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Dedicated Transport facilities that AT&T INDIANA is no longer required to unbundle under Section 251 under the terms of this Appendix Lawful UNE as of March 11, 2005, AT&T INDIANA shall continue to

provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

- 15.5.1 During the transition periods defined in Section 15.5 the rates for the Transport Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate MCI_m paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. MCI_m shall be fully liable to AT&T INDIANA to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 15.5.2 Where AT&T INDIANA is no longer required to provide the Transport as defined in Section 15.1.1 of this Appendix Lawful UNE, MCI_m shall generate the orders necessary to disconnect or convert the Embedded Base of Transport arrangements to analogous services where available in accordance with the Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Transport, MCI_m shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T INDIANA by the end of the transition period.
- 15.5.2.1 AT&T INDIANA will complete MCI_m transition orders in accordance with the OSS guidelines in place in support of the analogous service that MCI_m is requesting the Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T INDIANA shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T INDIANA and MCI_m shall coordinate such conversions.
- 15.5.2.2 MCI_m agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.
- 15.5.2.3 If MCI_m has not submitted an LSR or ASR, as applicable, to AT&T INDIANA requesting conversion of the Affected DS1 and DS3 Transport Elements to another wholesale service, then on March 11, 2006, AT&T INDIANA, at its option, shall convert such transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If MCI_m has not submitted an LSR or ASR, as applicable, to AT&T INDIANA requesting that the Affected Dark Fiber Transport arrangements be

disconnected and returned to AT&T INDIANA, AT&T INDIANA shall disconnect such arrangements that remain in place as of September 11, 2006.

- 15.6 Wire Center tier structure. For purposes of this Section 15, AT&T INDIANA Wire Centers shall be classified into three tiers as defined in this Section 15. Wire Center "Tiers" -- For purposes of this Section, wire centers are classified into three "tiers," as follows:
- 15.6.1 Tier 1 Wire Centers are those AT&T INDIANA 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 AT&T INDIANA tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. 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. 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.
- 15.6.2 Tier 2 Wire Centers are those AT&T INDIANA 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.
- 15.6.3 Tier 3 Wire Centers are those AT&T INDIANA Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 15.7 For Wire Center Declassification affecting Dedicated Transport see Section 21.
- 15.8 Diversity
- 15.8.1 When requested by MCI, physical diversity shall be provided for Lawful Unbundled Dedicated Transport. When MCI requests physical diversity and facilities do not exist at the time of MCI's request, AT&T INDIANA shall provide such facilities in accordance with the requirements of section 2.10.19. 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.
- 15.8.2 AT&T INDIANA shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by AT&T INDIANA for MCI specific diversity, AT&T INDIANA will advise MCI of the applicable additional charges. AT&T INDIANA will not process the request for diversity until MCI accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCI accepts the additional charges.
- 15.9 Digital Cross-Connect System (DCS)
- 15.9.1 AT&T INDIANA will offer Digital Cross-Connect System (DCS) as part of the Interoffice Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCI shall be subject to additional charges as outlined in Appendix Pricing.
- 15.10 Network Reconfiguration Service (NRS)

- 15.10.1 AT&T INDIANA will offer reconfiguration service as part of the Lawful UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in Access Tariff FCC No. 2.
- 15.11 Intentionally Omitted.
- 15.12 Routine Network Modifications - Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber
- 15.12.1 See Section 12.12 above.
- 16 911 or E911 DATABASE
- 16.1 Access to the AT&T INDIANA 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.
- 17 INTENTIONALLY OMITTED
- 18 OPERATIONS SUPPORT SYSTEMS FUNCTIONS
- 18.1 AT&T INDIANA shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an Lawful unbundled basis to MCIIm for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T INDIANA's databases and information. AT&T INDIANA, as part of its duty to provide access to the pre-ordering function, must provide MCIIm with nondiscriminatory access to the same detailed information about the Lawful loop that is available to AT&T INDIANA. Access to OSS is available as described in Appendix OSS.
- 19 CROSS CONNECTS
- 19.1 MCIIm shall pay AT&T INDIANA for cross connects at the rates set forth in Appendix Pricing of this Agreement.
- 20 PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS
- 20.1 Provisioning/Maintenance of Lawful Unbundled Network Elements
- 20.1.1 MCIIm may order from AT&T INDIANA multiple individual Lawful unbundled Network Elements on a single order subject to OSS specifications without the need to have MCIIm send an order for each such Lawful unbundled Network Element if such Lawful unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.
- 20.1.2 AT&T INDIANA shall provide all provisioning services to MCIIm during the same business hours AT&T INDIANA provisions similar services for its end user customers or other MCIIm.
- 20.1.3 AT&T INDIANA shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of AT&T INDIANA's Lawful unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows.

The SPOC shall also provide to MCIIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Lawful unbundled Network Elements or combinations.

- 20.1.4 AT&T INDIANA shall provide to MCIIm a Single Point of Contact (Local Service Center or LSC) for ordering Lawful unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIIm as specified in Performance Measurements Appendix. In addition, AT&T INDIANA shall provide to MCIIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.
- 20.1.5 AT&T INDIANA will recognize MCIIm as the customer of record of all Network Elements on an Lawful unbundled basis and Combinations ordered by MCIIm and will send all notices, invoices and pertinent customer information directly to MCIIm.
- 20.1.6 AT&T INDIANA may not initiate any disconnection or rearrangement of any MCIIm ordered Lawful Network Element on an unbundled basis or Combination, except as directed by MCIIm or as otherwise provided in this Agreement.
- 20.1.7 AT&T INDIANA will provide MCIIm with a Firm Order Confirmation (FOC) for each order for all Lawful Network Elements on an unbundled basis. The FOC shall contain an enumeration of MCIIm's ordered Lawful unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. AT&T INDIANA must return the FOC for Lawful unbundled Network Elements and combinations within five (5) hours of AT&T INDIANA's receipt of any electronically submitted order and within twenty-four (24) hours of AT&T INDIANA's receipt of any manually submitted (faxed) order.
- 20.1.8 AT&T INDIANA shall provision Lawful unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.
- 20.1.9 AT&T INDIANA agrees to negotiate with MCIIm prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
 - 20.1.10.1 If AT&T INDIANA requests the new conversion time, the applicable line connection charge shall be waived; and
 - 20.1.10.2 If MCIIm requests the new conversion time, MCIIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.

- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an Lawful unbundled Network Element at the MCIm collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of AT&T INDIANA to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. AT&T INDIANA shall waive the applicable line connection charge for such element.
- 20.1.13 Upon work completion, AT&T INDIANA will provide MCIm electronically (unless otherwise notified by MCIm) with an order completion per order that states when that order was completed. AT&T INDIANA shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 20.1.14 As soon as identified, AT&T INDIANA shall provide notification electronically of MCIm orders that are incomplete or incorrect and therefore cannot be processed.
- 20.1.15 As soon as identified, AT&T INDIANA shall provide notification electronically of any instances when AT&T INDIANA's due dates are in jeopardy of not being met by AT&T INDIANA on any element or feature contained in any order for Lawful unbundled Network Elements. AT&T INDIANA shall indicate its new due date as soon as such date is available.
- 20.1.16 AT&T INDIANA shall provide to MCIm upon request:
- 20.1.16.1 A list of all services and features technically available from each switch that AT&T INDIANA may use to provide Lawful Local Switching, by switch CLLI.
 - 20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.
 - 20.1.16.3 When available, all engineering design and layout information for each Lawful unbundled Network Element and Combination; provided that MCIm shall pay AT&T INDIANA the costs incurred by AT&T INDIANA to provide MCIm with copies of such information.
 - 20.1.16.4 A listing of all technically available functionalities for each Lawful unbundled Network Element or Combination. If MCIm orders a technical publication, MCIm shall pay AT&T INDIANA for the technical publications.
- 20.1.17 Within twenty-four (24) hours of MCIm's request, AT&T INDIANA will perform cooperative testing with MCIm (including trouble shooting to isolate any problems) to test Lawful unbundled Network Elements or Combinations purchased by MCIm in order to identify any performance problems.

- 20.1.18 For orders of Lawful unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among AT&T INDIANA, MCI and MCI's customer, MCI shall be responsible for any necessary coordination with its customer.
- 20.1.19 Access to Lawful unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as AT&T INDIANA may elect at its own discretion, but also at parity and on a nondiscriminatory basis. AT&T INDIANA will provide access to Lawful unbundled Network Elements where technically feasible. Where facilities are not available, AT&T INDIANA will make such routine modifications and equipment installations available as it makes available for its own customers in order to provide Lawful UNEs to MCI.
- 20.1.20 Subject to the terms herein, AT&T INDIANA is responsible only for the provisioning, installation, operation and maintenance of the Lawful unbundled Network Elements it provides. AT&T INDIANA is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCI through the use of those Lawful unbundled Network Elements, provided that both AT&T INDIANA and MCI meet their obligation under this Appendix UNE and the Agreement. MCI will be responsible for the product of services it provides its End Users.
- 20.1.21 Where Lawful unbundled Network Elements provided to MCI are dedicated to a single end user customer, if such Lawful unbundled Network Elements are for any reason disconnected they shall be made available to AT&T INDIANA for future provisioning needs, on the same basis AT&T INDIANA holds or reassigns such facilities for its own end user customers, unless such Lawful unbundled Network Element is disconnected in error. MCI agrees to relinquish control of any such Lawful unbundled Network Element concurrent with the disconnection of MCI's end user customer service.
- 20.1.22 MCI shall make available at mutually agreeable times the Lawful unbundled Network Elements provided pursuant to this Appendix in order to permit AT&T INDIANA to test and make adjustments appropriate for maintaining the Lawful unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T INDIANA perform scheduled maintenance on any MCI Lawful unbundled Network Element prior to providing reasonable notice to MCI in advance of performing such maintenance. AT&T INDIANA shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCI promptly of any emergency maintenance actions it takes effecting MCI.
- 20.1.23 MCI shall connect equipment and facilities that are compatible with AT&T INDIANA's Lawful unbundled Network Elements and shall use Lawful unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. MCI's use of any AT&T INDIANA Lawful unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T INDIANA Lawful unbundled Network Element, will not materially interfere with or impair service over any facilities of AT&T INDIANA, 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, AT&T INDIANA may discontinue or refuse service if MCI violates this provision, provided that

such termination of service will be limited to MCI's use of the Lawful unbundled Network Element(s) causing the violation.

- 20.1.24 When an existing end user customer served by AT&T INDIANA or another MCI changes service to MCI using any AT&T INDIANA provided unbundled Network Element(s), MCI shall issue appropriate service requests to connect new service to MCI's end user customer. MCI's service requests will be processed by AT&T INDIANA, and MCI will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.
- 20.1.24.1 When end user customers already being provided service by AT&T INDIANA migrate to MCI, services will not be modified unless requested by MCI and any service interruptions will not be discernable to the End User.
- 20.1.24.2 For "As is migrations" see Appendix OSS section 4.5.
- 20.2 If trouble occurs with Lawful unbundled Network Elements provided by AT&T INDIANA, MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in AT&T INDIANA's equipment and/or facilities, MCI will issue a trouble report to AT&T INDIANA.
- 20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a Lawful unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. AT&T INDIANA shall apply Time and Material charges for Premises Visits at parity with what AT&T INDIANA charges its retail end users customers.
- 20.3 Intentionally Omitted.
- 20.4 MCI shall pay Time and Material charges when AT&T INDIANA dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T INDIANA or in detariffed CPE provided by AT&T INDIANA, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, AT&T INDIANA shall not proceed with any repairs pursuant to this section without the consent of MCI's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI with documentation of the end user customer's request.
- 20.5 MCI 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.
- 20.6 If MCI issues a trouble report allowing AT&T INDIANA access to the end user customer's premises and AT&T INDIANA personnel are dispatched but denied access to the premises, provided AT&T INDIANA makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that AT&T INDIANA personnel are dispatched. Subsequently, if AT&T INDIANA personnel are allowed access to the premises, these charges will still apply.

- 20.7 If MCIm requests or approves a AT&T INDIANA technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIm will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T INDIANA would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 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 performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

21 NON-IMPAIRED WIRE CENTER CRITERIA AND RELATED PROCESSES

- 21.1 AT&T INDIANA has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.2 and 0.3 have been met. AT&T INDIANA's designations shall be treated as controlling (even if MCIm believes the list is inaccurate) for purposes of transition and ordering unless MCIm provides a self-certification as outlined below. Until MCIm provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, MCIm will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If MCIm does not provide a self-certification, MCIm will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T INDIANA's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and MCIm will transition any affected Dark Fiber Transport arrangements affected by AT&T INDIANA's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T INDIANA will update the CLEC Online posted list and will advise MCIm of such posting via Accessible Letter, which term for the purposes of this Section shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1., 0.2 or 0.3, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, MCIm shall perform a reasonably diligent inquiry to determine that, to the best of MCIm's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1, 0.2 or 0.3 of this Appendix Lawful UNE. If, based on its reasonably diligent inquiry, MCIm disputes the AT&T INDIANA wire center non-impairment designation, MCIm will provide a self-certification to AT&T INDIANA identifying the wire center(s) that it is self-certifying for. In performing its inquiry, MCIm shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T INDIANA as creating a presumption that a Wire Center is not impaired. MCIm can send a letter to AT&T INDIANA claiming Self Certification or MCIm may elect to self-certify using a written or electronic notification sent to AT&T INDIANA. In the event that MCIm issues a self-certification to AT&T INDIANA where AT&T INDIANA has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops

and/or Transport, MCIIm can continue to submit and AT&T INDIANA must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided MCIIm is entitled to order such pursuant to the terms and conditions of this Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 21.0. If MCIIm makes such a self-certification, and MCIIm is otherwise entitled to the ordered element under the Agreement, AT&T INDIANA shall provision the requested facilities in accordance with MCIIm's order and within AT&T INDIANA's standard ordering interval applicable to such facilities. If AT&T INDIANA in error rejects MCIIm orders, where MCIIm has provided self certification in accordance with this Section 21.0, AT&T INDIANA will modify its systems to accept such orders within 5 business hours of MCIIm notification to its account manager.

21.1.1 The parties recognize that wire centers that AT&T INDIANA had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T INDIANA as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T INDIANA may add the wire center to its list of designated wire centers and the Parties will use the following process:

- 21.1.1.1 AT&T INDIANA may update the wire center list as changes occur.
- 21.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T INDIANA will provide notification to MCIIm via Accessible Letter and by a posting on CLEC Online.
- 21.1.1.3 AT&T INDIANA will continue to accept MCIIm orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring MCIIm self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 21.1.1.4 In the event MCIIm disagrees with AT&T INDIANA's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 21.1.1.5 below, MCIIm has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T INDIANA.
- 21.1.1.5 If MCIIm does not use the self-certification process described in Section 21 to self-certify against AT&T INDIANA's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 High Capacity Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. AT&T INDIANA shall continue to provide access to DS1 High Capacity Loops to MCIIm for applicable established customer service in accordance with and only

to the extent permitted by the terms and conditions set forth in this Appendix Lawful UNE, ending upon the earlier of:

- 21.1.1.5.1 MCI's disconnection or other discontinuance of use of DS1/DS3 High Capacity Loops;
- 21.1.1.5.2 MCI's transition of DS1/DS3 High Capacity_Loops to an alternative arrangement; or
- 21.1.1.5.3 the Applicable Transitional Period.

AT&T INDIANA will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period unless specifically requested by MCI; MCI is responsible for submitting orders to complete the transition by the end of applicable transition period

- 21.1.1.6 If MCI does provide self-certification to dispute AT&T INDIANA's designation determination AT&T INDIANA may dispute CLEC's self-certification as described in Sections 21.1.3 and 21.1.4 and AT&T INDIANA will accept and provision the applicable loop and transport orders for MCI providing the self certification during a dispute resolution process.

- 21.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 21.1.2 If the Commission has previously determined, in any proceeding, even if MCI was not a party to that proceeding where appropriate notice has been provided to MCI and where MCI has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1, 0.2 or 0.3, then MCI shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If MCI withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, AT&T INDIANA's wire center designation(s) shall become effective as to MCI, and MCI shall not thereafter re-submit the withdrawn self-certification.

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- 21.1.3 AT&T INDIANA may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T INDIANA shall notify CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the Effective Date, whichever is later. AT&T INDIANA will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Appendix Lawful UNE, whichever is later. AT&T INDIANA shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T INDIANA may file that information under seal. AT&T INDIANA shall offer to enter into a protective agreement under which AT&T INDIANA would provide such confidential information to CLEC. AT&T INDIANA shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T INDIANA will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the

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case number and directions for accessing the docket on the Commission's website. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T INDIANA's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Appendix Lawful UNE, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T INDIANA of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T INDIANA shall promptly notify CLECs via Accessible Letter of any time where AT&T INDIANA has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T INDIANA may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 21.1.1. During the pendency of any dispute resolution proceeding, AT&T INDIANA shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 21.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Sections 9.8 and 15.5 of this Appendix Lawful UNE, MCIIm will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate MCIIm paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T INDIANA after March 11, 2005, thirty days after AT&T INDIANA's notice of non-impairment. The transitional rate as set forth in Sections 9.8.1 and 15.5.1 of this Appendix Lawful UNE will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 9.8 and 15.5 of this Appendix Lawful UNE, whichever is earlier. For all other affected loop/transport elements, MCIIm will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T INDIANA ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Sections 9.8.1 and 15.5.1 of this Appendix Lawful UNE.
- 21.1.4 In the event of a dispute following MCIIm's Self-Certification, upon request by the Commission or MCIIm, AT&T INDIANA will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T INDIANA intends to rely, which will include the detailed business line information for the AT&T INDIANA wire center or centers that are the subject of the dispute.

- 21.2 The provisions of Sections 9.8 and 15.5 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to MCIm's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport Cross-connects provided by AT&T INDIANA in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 21.3 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 21.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless MCIm has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Sections 9.8 and 15.5 above, and if MCIm and AT&T INDIANA have failed to reach agreement under Sections 9.8 and 15.5 above as to a substitute service arrangement or element, then AT&T INDIANA may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 21.5 When more than 60 days from the issuance of an AT&T INDIANA designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), MCIm can thereafter still self-certify. AT&T INDIANA may dispute MCIm's self-certification as described in Section 21.1.3 through 21.1.4.1 and AT&T INDIANA will accept and provision the applicable loop and transport orders for the MCIm providing the self certification during a dispute resolution process.

22 ENHANCED EXTENDED LOOPS (EELs)

22.1 Definitions

22.1.1 "Enhanced Extended Link" or "EEL" means an Lawful unbundled Network Element combination consisting of an Lawful unbundled UNE Local Loop(s) and Lawful unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Lawful unbundled Network Elements (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 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 MCIm at such a collocation arrangement via a cross connect).

22.1.2 Intentionally Omitted.

22.1.3 Intentionally Omitted.

22.2 General Requirements

22.2.1 AT&T INDIANA agrees to make available to MCI Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T INDIANA shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 22 and subject to this Section 22.2.1, AT&T INDIANA shall provide access to Lawful UNEs and combinations of Lawful UNEs without regard to whether MCI seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Lawful UNEs are to be provided are included within this Agreement.

22.2.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 22.2.2 and 22.2.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by MCI at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

(A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

(B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

22.2.3 Other than the service eligibility criteria set forth in this Section, AT&T INDIANA shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer.

22.3 Eligibility

22.3.1 AT&T INDIANA shall make Low Capacity EELs available to MCI without restriction, except as otherwise provided in the Agreement or this Appendix Lawful UNE. AT&T INDIANA shall provide access to the High-Cap EELs (Sections 22.2.2 (A) and 22.2.2 (B)) only when MCI satisfies the following service eligibility criteria:

22.3.1.1 MCI (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, MCI certifies that it has the necessary

processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T INDIANA hereby acknowledges that MCIIm has received sufficient state certifications to satisfy these criteria.

22.3.1.1.1 At MCIIm's option, MCIIm may also or alternatively provide self certification via email or letter to AT&T INDIANA. Provided that AT&T INDIANA has received such self certification from MCIIm, AT&T INDIANA shall not deny MCIIm access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, MCIIm shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

22.3.1.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 22, and not to self-certifications relative to routes, buildings and wire centers.

22.3.1.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

22.3.1.2.1 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).

22.3.1.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;

22.3.1.2.3 Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.

22.3.1.2.4 Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 22.3.1.4, of this Appendix Lawful UNE;

22.3.1.2.5 Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 22.3.1.5 of this Appendix Lawful UNE;

22.3.1.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, MCIIm will have at least one active DS1 local service interconnection trunk that meets the

requirements of Section 22.3.1.5 of this Appendix Lawful UNE; and

- 22.3.1.2.7 Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
 - 22.3.1.3 The criteria set forth in this Section 22 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 22.2.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 22.2.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
 - 22.3.1.4 Pursuant to the collocation terms and conditions in the this Agreement, a collocation arrangement meets the requirements of Section 22 of this Appendix Lawful UNE if it is:
 - 22.3.1.4.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T INDIANA's premises within the same LATA as the customer's premises, when AT&T INDIANA is not the collocator; or
 - 22.3.1.4.2 Established pursuant to any collocation type defined in any AT&T INDIANA Tariff to the extent applicable, or any applicable MCI_m interconnection agreement.
 - 22.3.1.4.3 Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
 - 22.3.1.5 Pursuant to the network interconnection terms and conditions in the this Agreement, an interconnection trunk meets the requirements of Sections 22.3.1.2.5 and 22.3.1.2.6 of this Appendix Lawful UNE if MCI_m will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
 - 22.3.1.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, MCI_m must certify to all of the requirements set out in Section 22.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, MCI_m shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T INDIANA written notification. Upon MCI_m's self-certification of compliance, in accordance with this Appendix Lawful UNE, AT&T INDIANA shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 22.4 Commingling EELs
- 22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

22.5 Audits

- 22.5.1 AT&T INDIANA may audit MCI's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, MCI's compliance in Indiana with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine MCI's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T INDIANA's written notice that an audit will be performed for Indiana, subject to Section 22.5.1.4 of this Section.
- 22.5.1.1 To invoke its limited right to audit, AT&T INDIANA will send a Notice of Audit to MCI, identifying examples of particular circuits for which AT&T INDIANA alleges non-compliance and the cause upon which AT&T INDIANA rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T INDIANA establishes the cause that forms the basis of its belief that MCI is non-compliant. Such Notice of Audit will be delivered to MCI with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T INDIANA seek to commence an audit.
- 22.5.1.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding MCI's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether MCI complied in all material respects with this Section 22.
- 22.5.1.3 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.
- 22.5.1.4 AT&T INDIANA shall provide MCI with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If MCI disagrees as to the findings or conclusions of the auditor's report, MCI may bring a dispute directly to the Commission. Prior to bringing a dispute to the Commission under this section, however, MCI shall provide notice of the dispute to AT&T INDIANA so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to MCI and MCI may not initiate a dispute resolution proceeding at the Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that MCI failed to comply with the Eligibility Criteria for a High-Cap EEL, MCI must true-up any difference in payments paid to AT&T

INDIANA and the rates and charges MCIIm would have owed AT&T INDIANA beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. MCIIm shall submit orders to AT&T INDIANA to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which MCIIm receives a copy of the auditor's report and MCIIm shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T INDIANA's acceptance of such order, unless MCIIm disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute in which case no changes shall be made until the Commission rules on the dispute. However MCIIm shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which MCIIm fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 30-day time period, AT&T INDIANA may initiate and effect such a conversion on its own without any further consent by MCIIm. If converted, MCIIm must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to MCIIm's customer's service or degradation in service quality in the case of conversion. Following conversion, MCIIm shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if MCIIm disputes the auditor's finding and initiates a proceeding at the Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T INDIANA and AT&T INDIANA shall retain any disputed amounts already paid by MCIIm.

- 22.5.1.5 MCIIm will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, MCIIm will reimburse AT&T INDIANA for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, MCIIm will reimburse INDIANA in an amount that is in direct proportion to the number of circuits found to be non-compliant MCIIm will maintain the appropriate documentation to support its self-certifications. The MCIIm reimbursement in this Section 22.5.1.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 22.5.1.6 To the extent the auditor's report concludes that MCIIm complied in all material respects with the Service Eligibility Requirements, AT&T INDIANA must reimburse MCIIm for all of its reasonable costs associated with the audit.

- 22.5.1.7 MCIIm will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying agreement. To the extent the this Agreement does not include document retention terms and conditions, MCIIm will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T INDIANA can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.
- 22.5.1.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.
- 22.5.1.9 In the event that this Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.
- 22.6 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, MCIIm shall fully comply with this Section 22 in all cases and, further, the failure of AT&T INDIANA to require such compliance, including if AT&T INDIANA provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in this Section 22, 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.
- 22.7 Provisioning for EELs
- 22.7.1 With respect to an EEL, MCIIm will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments MCIIm provides to AT&T INDIANA from MCIIm's collocation arrangement.
- 22.7.2 AT&T INDIANA will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by MCIIm if available and if MCIIm meets all services eligibility requirements set forth in this Section 22.

23 ENTRANCE FACILITIES AND INTERCONNECTION FACILITIES

- 23.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect MCIIm's networks with

AT&T INDIANA's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, MCIIm shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, MCIIm must within 90 days of the Effective Date of this Appendix Lawful UNE either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

- 23.2 Notwithstanding Section 23.1, AT&T INDIANA is required to provide access to facilities, including Entrance Facilities, that MCIIm requests to interconnect with AT&T INDIANA's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 23.3 The rate for an Entrance Facility, when obtained as an Interconnection Facility, shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in Appendix Pricing of this Agreement. The rates for other Interconnection Facilities, if not established by the Agreement, shall be in conformance with Section 251(c)(2)(D) of the Act.
- 23.4 MCIIm may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 23.1 if MCIIm will use the facility for interconnection in accordance with Section 23.2. AT&T INDIANA will perform such reclassification at no charge.

APPENDIX XDSL

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1. INTRODUCTION

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

2. DEFINITIONS

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

- 2.7 “Plan of Record” as used herein refers to AT&T INDIANA’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions.
- 2.8 “Presumed Acceptable for Deployment” as used herein means an xDSL technology that complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Exhibit A.
- 2.9 “Proof of Continuity” performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as “Proof of Continuity” or “Continuity Test.”
- 2.10 “xDSL Loop” means a Local Loop transmission facility between a distribution frame (or its equivalent) in AT&T INDIANA’s Central Office and the loop demarcation point at an end user customer premise. “xDSL Loop” includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The ‘x’ in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.
- 2.11 “xDSL Subloop” is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T INDIANA’s outside plant and the demarcation point at an end user customer’s premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an AT&T INDIANA technician can access the copper at a terminal in AT&T INDIANA’s outside plant.

3. GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

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

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

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

4. xDSL LOOP OFFERINGS

- 4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIIm.
- 4.2 For each xDSL Loop described below, MCIIm will at the time of ordering, notify AT&T INDIANA as to the Power Spectrum Density (PSD) mask of the technology that MCIIm will deploy. If and when a change in PSD mask is made, MCIIm will immediately notify AT&T INDIANA. Likewise, AT&T INDIANA will disclose to MCIIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. AT&T INDIANA will use the PSD provided by MCIIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIIm shall provide AT&T INDIANA with a technical description of the technology including power masks for inventory purposes.
- 4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIIm may provision various DSL technologies. A copper loop

used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by AT&T INDIANA at MCI's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

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

5. LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

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

- 5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
 - 5.1.1 Intentionally Omitted.
 - 5.1.2 If MCI can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, AT&T INDIANA will not deny MCI's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).
- 5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T INDIANA will provide a loop to support the new technology for MCI as follows:
 - 5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T INDIANA, then AT&T INDIANA will provide MCI an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.
 - 5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by AT&T INDIANA, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations

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

- 5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

6. PROVISIONING

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

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

7. MAINTENANCE

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

Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those referenced in FCC Tariff No. 2, Section 13.3.4 (c)(1)(a).

- 7.5 Intentionally Omitted.
- 7.6 Repair Intervals: AT&T INDIANA will provide resolution of MCIIm-referred trouble tickets for xDSL Loops at parity with the interval AT&T INDIANA provides itself, other CLECs or any of its affiliates in INDIANA providing advanced services, and pursuant to the terms and conditions set forth below.
- 7.7 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T INDIANA to resolve a MCIIm-initiated xDSL Loop trouble ticket or a trouble identified by AT&T INDIANA, AT&T INDIANA, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIIm on an xDSL Loop currently in service and AT&T INDIANA determines that an LST can be performed, AT&T INDIANA will contact MCIIm to inform that a LST will be performed in lieu of MCIIm's requested Conditioning. In such cases that AT&T INDIANA elects to perform an LST to resolve the identified trouble, MCIIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T INDIANA network-related problem, then MCIIm will not be charged the LST rate or for AT&T INDIANA' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIIm network or data equipment, or otherwise is found not to be an AT&T INDIANA network-related problem, then MCIIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8. SPECTRUM MANAGEMENT

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

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

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

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

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

9. ACCEPTANCE TESTING

9.1 Intentionally Omitted

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

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

9.3 Acceptance Testing Procedure:

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

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

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

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

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

9.3.3 If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCI_m on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCI_m representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T INDIANA will re-contact the MCI_m representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCI_m will provide AT&T INDIANA with a confirmation number and AT&T INDIANA will complete the order. If MCI_m xDSL service does not function as desired, yet test parameters are met, AT&T INDIANA will still close the order. AT&T INDIANA will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCI_m and AT&T INDIANA agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCI_m agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AT&T INDIANA agrees that should MCI_m open a trouble ticket and an AT&T INDIANA network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is

determined by standard testing to be an AT&T INDIANA fault), AT&T INDIANA, upon MCI's request, will adjust MCI's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Intentionally Omitted.

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

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

9.4 Acceptance Testing Billing

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

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

10. COOPERATIVE TESTING

10.1 Intentionally Omitted.

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

10.3 If the trouble ticket was opened without a request for Cooperative Testing, and MCI should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

10.4 Cooperative Testing Procedure

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

- 10.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as referenced in section 9.4.2 above.
- 10.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with MCI on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCI representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact MCI for another cooperative testing.
- 10.4.4 AT&T INDIANA will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCI when MCI cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T INDIANA may then close the order utilizing existing procedures, document the time and reason, and may bill MCI and MCI shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as referenced in section 9.4.2.

11. RATES

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

12. INTENTIONALLY OMITTED

13. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

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

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

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

Exhibit A**xDSL Technologies Presumed Acceptable for Deployment**

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

The following technologies currently have a national standard in place:

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

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

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

ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)

1. INTRODUCTION

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

2. DEFINITIONS

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

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

3. YZP OFFERING

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

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

3.2.1.1 OPTION 1: Trouble Ticket

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

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

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

3.2.1.2 OPTION 2: Disconnect

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

conditioning work in response to MCI's trouble ticket) prior to the issuance of the disconnect order.

3.3 Maintenance /Service Assurance

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

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

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

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

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

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

3.3.3.4 the need for a vendor meet is agreed upon by AT&T INDIANA and the MCI technician is not equipped properly at the vendor meet site or MCI's Technician is not at the site at the scheduled time or within ten (10) minutes thereafter.[AT&T LANGUAGE NORMALIZED THROUGHOUT 3.3.3]

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

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

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

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

open another trouble ticket to address any conditioning that MCIIm believes may be required on the xDSL Loop, HFPL, subject to the provisions set forth herein.

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

4. TESTING

- 4.1 AT&T INDIANA will not perform a Line Sharing Turn-Up Test prior to the completion of an HFPL ordered using the YZP process.
- 4.2 MCIIm may not request, and AT&T INDIANA will not perform, Acceptance Testing in association with any xDSL Loops, HFPLs which are ordered by MCIIm via the YZP process.

- 4.3 For xDSL Loops only, MCIIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket. MCIIm may not request and AT&T INDIANA will not perform a Cooperative Test on an HFPL for which MCIIm has opened a trouble ticket via the YZP Process.
- 4.4 MCIIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to AT&T INDIANA disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).
- 4.5 AT&T INDIANA will not specify to MCIIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIIm will determine its own test requirements and capabilities.

5. PRICING

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

6. INTENTIONALLY OMITTED

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

1. INTRODUCTION

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

2. DEFINITIONS

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

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

3. RABT YZP OFFERING

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

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

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

4. TESTING

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

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

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

5. MAINTENANCE /SERVICE ASSURANCE

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

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

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

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

Both methods require the following:

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

6. PRICING

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

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

1. INTRODUCTION

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

2. INTENTIONALLY OMITTED

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

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

4. TESTING

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

5. MAINTENANCE /SERVICE ASSURANCE

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

Both methods require the following:

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

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

6. PRICING

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

APPENDIX 911

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1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.
- 2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.
- 2.7 "911 Gateway" A secure information management system that provides MCIIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIIm's Data Management System and AT&T's E911 Database Management system.
- 2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.11 “Master Street Address Guide” or “MSAG” contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911 calls.
- 2.12 “National Emergency Number Association” or “NENA” is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 “Public Safety Answering Point” or “PSAP” means an answering location for 911 and E911 calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 “Selective Routing” and “Selective Router” or “SR” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When AT&T INDIANA is the 911 or E911 Service provider, AT&T INDIANA shall provide MCIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DBMS to determine to which PSAP to route the call. AT&T INDIANA shall provide ALI interface information and access to the DBMS sufficient, when combined with other Unbundled Network Elements, to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by AT&T INDIANA for its End Users.
- 3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that AT&T INDIANA provides to itself and others.
- 3.5 Upon written request, AT&T INDIANA shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 AT&T INDIANA and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 AT&T INDIANA shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T INDIANA is the 911 or E911 Service provider. AT&T INDIANA shall provide 911 or E911 Service to MCIm as described this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and AT&T INDIANA is the 911 or E911 Service provider.
- 3.8 Intentionally Omitted.

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

4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

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

5. BASIC 911 AND E911 DATABASE REQUIREMENTS

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

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

6. MCI RESPONSIBILITIES

- 6.1 Database
 - 6.1.1 MCI is responsible for providing AT&T INDIANA updates to the ALI database; in addition, MCI is responsible for maintaining the accuracy and content of that data as delivered.

- 6.1.2 MCIIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires AT&T INDIANA's participation, MCIIm will coordinate with AT&T INDIANA.
- 6.2 Other
 - 6.2.1 Intentionally Omitted
 - 6.2.2 Intentionally Omitted.
 - 6.2.3 MCIIm will be responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on a local service provider and/or end users by any municipality or other governmental entity

7. METHODS AND PRACTICES

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

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

8. CONTINGENCY

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

9. BASIS OF COMPENSATION

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

10. LIABILITY

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

11. 911 TRUNKING ARRANGEMENTS

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

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APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

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

2. SERVICE PROVIDED

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

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

3. USE OF SUBSCRIBER LISTING INFORMATION

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

4. PRICING

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

LINE SPLITTING

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1 INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T INDIANA will provide MCIIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T INDIANA shall support MCIIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to AT&T INDIANA Line Splitting processes and procedures result from final outcomes of the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T INDIANA and MCIIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 AT&T INDIANA shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2 DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.

- 2.8 "Line Splitting" is the process in which one CLEC (which may include MCI or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCI or its Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.
- 2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3 GENERAL TERMS AND CONDITIONS

- 3.1 Intentionally Omitted.
- 3.2 AT&T INDIANA will provide MCI with access to UNE to provide Line Splitting to deploy xDSL technologies. AT&T INDIANA will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T INDIANA does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted.
- 3.6 Whenever MCI purchases an xDSL Loop, MCI shall control the entire loop spectrum.
- 3.7 Intentionally Omitted.
- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 Intentionally Omitted.
- 3.11 Intentionally Omitted.
- 3.12 Intentionally Omitted.
- 3.13 AT&T INDIANA may not require MCI to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4 AUTHORIZED ADVANCED SERVICES PROVIDER

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

orders on MCI's behalf using MCI's ACNA OCN and circuit facilities assignment ("CFA") information.

4.2 Intentionally Omitted.

4.3 MCI is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.

4.4 Liability and Indemnification for unauthorized use of AT&T INDIANA' OSS is addressed in Appendix OSS.

5 LOOP OFFERING

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

6 INTENTIONALLY OMITTED

7 PROVISIONING

7.1 Intentionally Omitted.

7.2 Provisioning intervals for xDSL Loops utilized by MCI for Line Splitting are the same as those set forth in Appendix xDSL.

7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, AT&T will abide by the provisions outlined pursuant to Appendix xDSL of this Agreement, subject to the outcome of any statewide collaboratives agreed upon changes in the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, as set forth in sec. 1.2 above.

7.4 Intentionally Omitted.

7.5 Intentionally Omitted.

7.6 Intentionally Omitted.

7.7 Intentionally Omitted.

7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

7.11 If connections to a collocation arrangement must be established or modified, then MCI (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8 SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 AT&T INDIANA will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.
- 8.3 AT&T INDIANA is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T INDIANA provided equipment. Except as provided herein, MCIIm is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
- 8.4 AT&T INDIANA and MCIIm agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T INDIANA perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCIIm customer without first coordinating with MCIIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T INDIANA have any obligation to test, maintain, or repair an MCIIm owned, physically collocated Splitter.
- 8.5 Procedures and Access. AT&T INDIANA will provide resolution of MCIIm-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T INDIANA provides to other CLECs or any of its affiliates in INDIANA providing advanced services. When resolving such trouble tickets, AT&T INDIANA shall not rearrange or modify the Loop beyond the original service without prior notification to MCIIm.
- 8.6 AT&T INDIANA will visually inspect all Central Office cross connects placed in association with Line Splitting orders.

9 SPLITTER OWNERSHIP AND RESPONSIBILITIES

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

10 SPECTRUM MANAGEMENT

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

11 PRICING

11.1 The applicable rates are as set forth in Appendix Pricing.

12 RESERVATION OF RIGHTS

12.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

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

1. INTRODUCTION

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

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 AT&T INDIANA and MCIIm.

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

2. CHC SERVICE DESCRIPTION

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

3. CHC PRICING

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

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

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 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an MCI end user located in another ILEC's incumbent local exchange area and terminates to an AT&T INDIANA end user customer located in an AT&T INDIANA local exchange area or;
 - (ii) Originates from an AT&T INDIANA end user located in an AT&T INDIANA local exchange area and terminates to an MCI end user customer located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

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

3. NETWORK MANAGEMENT

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

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that AT&T INDIANA's originating traffic destined for MCI end user customers in another ILEC's exchange will be delivered to MCI's POI arrangements in an AT&T local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCI's traffic originating from another ILEC's exchange and destined for AT&T INDIANA end users will be delivered to MCI's POI arrangements in the AT&T exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and AT&T INDIANA exceeds one DS1 (24 DS0s) to or from an AT&T INDIANA End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, AT&T INDIANA agrees to route its originating Out of Exchange Traffic over existing

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

5. INTERCARRIER COMPENSATION

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

6. INTENTIONALLY LEFT BLANK

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

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T INDIANA will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCIm's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the AT&T INDIANA exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an AT&T INDIANA exchange, AT&T INDIANA shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCIm's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. AT&T INDIANA will not provision or be responsible for facilities located outside of AT&T INDIANA exchange areas.
- 9.2 The Parties agree that the associated traffic from each AT&T INDIANA End Office will not alternate route.
- 9.3 Intentionally Omitted
- 9.4 Except as otherwise provided in this Appendix, for MCIm originated/AT&T INDIANA terminated traffic or AT&T INDIANA originated/ MCIm 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.

TRANSIT APPENDIX

1 THIRD PARTY TRANSIT TRAFFIC

- 1.1 Transit Service is defined as service which allows MCIIm to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party's network through AT&T INDIANA's tandem.
- 1.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between MCIIm's end user customer that is routed utilizing AT&T INDIANA's tandem switch where AT&T INDIANA's end user customer is neither the originating nor the terminating party.
- 1.3 At no time shall either Party provide Transit Service to an Inter-exchange Carrier (IXC) or any other third party carrier for the purposes of avoiding paying appropriate access charges.
- 1.4 With exception of Local Wholesale Complete (LWC) Transit Traffic, neither local Transit Traffic nor IntraLATA Toll Transit Traffic originated by MCIIm shall be routed at or through any AT&T INDIANA end office switch. For calls originated by MCIIm that are routed over a direct end office connection between MCIIm's switch and the AT&T INDIANA's end office switch and have not received an LNP query when delivered to AT&T INDIANA's end office, AT&T INDIANA will query such calls. If based upon the query, the call must be transported to another carrier's switch for termination, transit rates as set forth in Appendix Pricing shall apply. Additionally, queries for such calls will be billed at rates in accordance with Appendix Pricing.
- 1.5 Where AT&T INDIANA has a local tandem switch separate from an access tandem switch in the local exchange area, MCIIm-originated local Transit Traffic will be routed via AT&T INDIANA's local tandem switches, but not at or through any AT&T INDIANA access tandem switches. Where AT&T INDIANA has a local/IntraLATA tandem switch or local/access tandem switch in the local exchange area, MCIIm originated local transit Traffic will be routed via the appropriate AT&T INDIANA local/IntraLATA tandem switch or local/access tandem switch.
- 1.6 When transiting traffic, the Parties agree to pass the originating CPN information when the third party carrier provides such information.
- 1.7 Transit Signaling. Any signaling information which is received by AT&T INDIANA from transiting traffic shall be forwarded to MCIIm.
- 1.8 The Transit Service rates are as set forth in Appendix Pricing.

SS7

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which AT&T INDIANA provides MCI access to its SS7 Signaling. The Parties acknowledge that MCI does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for switch query access to SS7 are included in this Agreement. Nothing herein shall limit AT&T INDIANA's obligation to provide interconnection, in accordance with the requirements of this Agreement and Applicable Law, between its signaling network and MCI's signaling network or that of a third-party provider of MCI's choosing.

2 SIGNALING LINK TRANSPORT

- 2.1 Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between MCI-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a AT&T INDIANA STP site.
- 2.2 Technical Requirements - Signaling Link Transport
- 2.2.1 Signaling Link Transport consists of full duplex mode 56 Kbps transmission paths.
- 2.2.2 Of the various options available, Signaling Link Transport must perform in the following two ways:
- 2.2.2.1 As an "A-link" which is a connection between a Switch or SCP and a home Signaling Transfer Point Switch (STPs) pair; and
- 2.2.2.2 As a "D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).
- 2.2.3 Signaling Link Transport must consist of two or more signaling link layers as follows:
- 2.2.3.1 An A-link layer must consist of two links.
- 2.2.3.2 A D-link layer must consist of four links.
- 2.2.4 A signaling link layer must satisfy a performance objective such that:
- 2.2.4.1 There must be no more than two minutes down time per year for an A-link layer; and
- 2.2.4.2 There must be negligible (less than two seconds) down time per year for a D-link layer.
- 2.2.5 A signaling link layer must satisfy inter-office and intra-office diversity of facilities and equipment, such that:

- 2.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 2.2.5.2 No two concurrent failures of facilities or equipment cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 2.3 Interface Requirements - Signaling Link Transport
- 2.3.1 There will be a DS1 (1.544 Mbps) interface at the MCI-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.
- 3 SIGNALING TRANSFER POINTS (STPs)
- 3.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.
 - 3.2 Technical Requirements - Signaling Transfer Points
 - 3.2.1 STPs must provide access to all other Network Elements connected to the AT&T INDIANA SS7 network. These include:
 - 3.2.1.1 AT&T INDIANA Local Switching or Tandem Switching;
 - 3.2.1.2 AT&T INDIANA Service Control Points/DataBases;
 - 3.2.1.3 Third-party local or Tandem Switching Systems; and
 - 3.2.1.4 Third-party-provided STPs.
 - 3.2.2 The connectivity provided by STPs must fully support the functions of all other Network Elements connected to AT&T INDIANA's SS7 network. This explicitly includes the use of AT&T INDIANA's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the AT&T INDIANA SS7 network (i.e., transit messages). When the AT&T INDIANA SS7 network is used to convey transit messages, there must be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
 - 3.2.3 If a AT&T INDIANA tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an MCI local Switch and third party local Switch, AT&T INDIANA's SS7 network must convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCI local STPs and the STPs that provide connectivity with the third party local Switch, even if the third party local Switch is not directly connected to AT&T INDIANA's STPs.
 - 3.2.4 STPs must provide all functions of the Message Transfer Port ("MTP"). This includes:
 - 3.2.4.1 Signaling Data Link functions;

- 3.2.4.2 Signaling Link functions; and
 - 3.2.4.3 Signaling Network Management functions.
 - 3.2.5 STPs must provide all functions of the SCCP necessary for Class 0 (basic connectionless) service. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures.
 - 3.2.6 In cases where the destination signaling point is a AT&T INDIANA local or tandem switching system or database, or is an MCIm or third party local or tandem switching system directly connected to AT&T INDIANA's SS7 network, AT&T INDIANA STPs must perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs must perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the AT&T INDIANA SS7 network, and must not perform SCCP Subsystem Management of the destination.
 - 3.2.7 STPs must also provide the capability to route SCCP messages based on ISNI and intermediate network selection messages when these capabilities become available on AT&T INDIANA STPs.
 - 3.2.8 STPs must provide all functions of the OMAP commonly provided by STPs, including the following:
 - 3.2.8.1 MTP Routing Verification Test (MRVT); and,
 - 3.2.8.2 SCCP Routing Verification Test (SRVT).
 - 3.2.9 In cases where the destination signaling point is a AT&T INDIANA local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the AT&T INDIANA SS7 network, STPs must perform MRVT and SRVT to the destination signaling point. In all other cases, STPs must perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the AT&T INDIANA SS7 network. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of AT&T INDIANA STPs.
- 3.3 Interface Requirements - Signaling Transport Points
- 3.3.1 AT&T INDIANA shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the AT&T INDIANA SS7 network:
 - 3.3.1.1 An A-link interface from MCIm local switching systems; and,
 - 3.3.2 Each type of interface must be provided by one or more sets (layers) of signaling links, as follows:
 - 3.3.2.1 An A-link layer shall consist of two links.
 - 3.3.3 The Signaling point of Interconnection (SPOI) for each link must be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the AT&T INDIANA STPs is located. There must be a DSI or higher rate transport

interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. AT&T INDIANA shall offer higher rate DS1 signaling for interconnecting MCI local switching systems or STPs with AT&T INDIANA STPs as soon as these become approved ANSI standards and available capabilities of AT&T INDIANA STPs.

3.3.4 AT&T INDIANA shall provide MTP and SCCP protocol interfaces.

3.4 Message Screening

3.4.1 AT&T INDIANA shall set message screening parameters so as to accept messages from MCI local or tandem switching systems destined to any signaling point in the AT&T INDIANA SS7 network with which the MCI switching system has a legitimate signaling relation.

3.4.2 AT&T INDIANA shall set message screening parameters so as to accept messages from MCI local or tandem switching systems destined to any signaling point or network interconnected to the AT&T INDIANA SS7 network with which the MCI switching system has a legitimate signaling relation.

3.4.3 AT&T INDIANA shall set message screening parameters so as to accept messages destined to an MCI local or tandem switching system from any signaling point or network interconnected to the AT&T INDIANA SS7 network with which the MCI switching system has a legitimate signaling relation.

3.4.4 AT&T INDIANA shall set message screening parameters so as to accept and send messages destined to an MCI SCP from any signaling point or network interconnected to the AT&T INDIANA SS7 network with which the MCI SCP has a legitimate signaling relation.

4 SERVICE CONTROL POINTS/DATABASES

4.1 A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network ("IN") that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of Customer data and service application data. (e.g., an 800 database stores Customer record data that provide information necessary to route 800 calls).

4.2 Technical Requirements - SCPs/Databases

4.2.1 Requirements for SCPs/databases within this section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).

4.2.2 AT&T INDIANA shall provide physical interconnection to SCPs through the SS7 network and protocols, as required herein or otherwise set forth in Appendix 1, with TCAP as the application layer protocol.

4.2.3 AT&T INDIANA shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7 and X.25).

- 4.2.4 The reliability of interconnection options must be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.
- 4.2.5 Database functionality must be unavailable not more than 30 minutes per year.
- 4.2.6 AT&T INDIANA shall provide database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).
- 4.2.7 The operational interface provided by AT&T INDIANA must complete database transactions (i.e., add, modify, delete) for MCI Customer records stored in AT&T INDIANA databases within 24 hours, or sooner where AT&T INDIANA provisions its own Customer records within a shorter interval.
- 4.2.8 AT&T INDIANA shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of AT&T INDIANA Network Affecting Events, testing, dispatch schedule and measurement and exception reports).
- 4.2.9 AT&T INDIANA shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).
- 4.2.10 AT&T INDIANA shall provide SCPs/databases in accordance with the physical security requirements specified in this Agreement.
- 4.2.11 AT&T INDIANA shall provide SCPs/databases in accordance with the logical security requirements specified in this Agreement.

5 PRICES

- 5.1 AT&T INDIANA shall provide MCI with access to signaling at the rates set forth in Appendix Pricing of this Agreement.

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the

terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order; and

WHEREAS, the Parties have exchanged traffic studies identifying the amount of ISP-bound traffic terminated by each of the Parties.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on April 1, 2005¹ ("Effective Date") and shall continue until June 30, 2007. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date").

1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after April 1, 2005, it is SBC's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further SBC's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, April 1, 2005 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from April 1, 2005 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from April 1, 2005 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36, the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the

Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to the to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions , during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. POI Requirements

- 4.1. In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4. through 6. of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the

appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:

4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

- 4.4.6. CLEC may utilize the transport facilities from a third party; or
- 4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.
- 4.6. Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.
- 4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
- 4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing

POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

- 4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected

to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic**

13.1. Intercarrier traffic includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. "Section 251(b)(5) Traffic" shall mean the traffic lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. "ISP-Bound Traffic" shall mean any ISP traffic that as of the Effective Date of this Amendment is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001). For purposes of this Section 13, intercarrier traffic includes all intercarrier traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

The rates, terms and conditions for ISP-Bound Traffic are set forth in Section 14 of this Amendment.

13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation provided however, that such end users must both be located within the same LATA. Anything to the contrary in this Section 13.2 notwithstanding, if a legally effective decision of the Public Utility Commission of Texas *in Docket No. 28821* entitles ILEC to charge CLEC intrastate switched access charges for Virtual FX traffic terminated by ILEC, ILEC shall be permitted to do so without affecting ILEC'S obligation to pay reciprocal compensation for Virtual FX traffic ILEC terminates to CLEC in Texas.

13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

- 13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.
- 13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and future interconnection agreements.

14. Compensation for ISP-Bound Traffic

- 14.1 This Section 14 includes the rates, terms and conditions for the exchange of ISP-Bound Traffic. For purposes of this Section 14 and Section 16 below, ISP-Bound Traffic includes all ISP-Bound traffic exchanged by the Parties pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).
- 14.2 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and ISP-Bound Traffic is subject to the growth caps, rebuttable presumption and new local market restrictions stated below. Notwithstanding anything to the contrary in this Amendment, the growth caps, new market restrictions and the rebuttable presumption described below apply to CLEC for the term of this Amendment.
- 14.3 The Parties agree to compensate each other for such ISP-Bound Traffic on a minute of use basis, at \$0.0007 per minute of use.
- 14.4 ISP-Bound Traffic Minutes Growth Cap
- 14.4.1 On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall compensable ISP-Bound Traffic minutes of use ("Growth Cap"). The Parties agree that the Growth Cap shall be an amount equal to:
- 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21, plus all minutes of use terminated by ILEC on behalf of CLEC pursuant to the Parties' COBRA Agreement.²

² In the event a carrier adopts this ICA and Amendment pursuant to Section 252(i), the growth cap for the adopting carrier shall be: 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21; provided, however, that if such carrier

14.4.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

14.5 Bill and Keep for ISP-Bound Traffic in New Markets

14.5.1 In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.

14.5.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

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

15. Compensation for Section 251(b)(5) Traffic and EAS Traffic

15.1 The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

15.2 The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale,

also had a COBRA Agreement with SBC which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by SBC on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.

wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching);

70% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate;

30% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate, tandem switching rate and common transport rates (assuming 15 miles of transport).

15.3 The rates, terms and conditions for optional EAS are set forth in the ICAs.

16. Terms Applicable to Both ISP-Bound and Section 251(b)(5) Traffic

16.1 The Parties agree to compensate each other based upon the amounts of ISP-bound and 251(b)(5) traffic exchanged by the Parties and reflected in traffic studies conducted and exchanged by the Parties prior to the Effective Date of this Amendment. The Parties specifically acknowledge that the compensation for ISP-bound and 251(b)(5) traffic is based on measurements of actual traffic exchanged by the Parties.

16.2 Upon mutual agreement of the Parties in writing, the Parties may implement a single rate for both Section 251(b)(5) and ISP-bound Traffic based upon the percentage of ISP-bound Traffic (compensated at \$0.0007 per minute of use) and the percentage of Section 251(b)(5) traffic (70% at the state TELRIC end office rate set forth in Exhibit A and 30% at the state TELRIC tandem rates set forth in Exhibit A).

16.3 Notwithstanding anything to the contrary in this Agreement, either Party may, after this Amendment has been in effect for one (1) year, request that the Parties conduct new traffic studies to determine the proportions of ISP-bound and 251(b)(5) traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies according to the methodology used in the studies described in Section 14.4.2. The Parties shall use the resulting proportions of ISP-bound and 251(b)(5) traffic from the new studies to compensate each other prospectively for local traffic for the remainder of the term of this Amendment. If the Parties can not agree upon the appropriate proportion of ISP-Bound and 251(b)(5) traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound and 251(b)(5) traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as

described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound and 251(b)(5) traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound and 251(b)(5) traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound and 251(b)(5) traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound and 251(b)(5) traffic as ordered by the state Commission.

17. Intrastate Access Rates

17.1 For intrastate intraLATA toll traffic, exchanged pursuant to the ICA's, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for SBC Connecticut) (effective March 11, 2005), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

18. Reservation of Rights

18.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this

Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

- 18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004).

19. Additional Terms and Conditions

19.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and

common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 19.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 19.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 19.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 19.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 19.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on April 1, 2005 (the Effective Date).

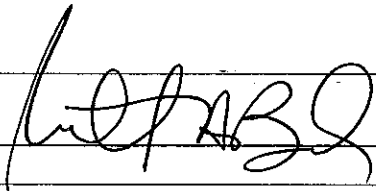

<p>MCImetro Access Transmission Services LLC</p>	<p>SBC Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas, The Southern New England Telephone Company d/b/a SBC Connecticut, Nevada Bell Telephone Company, d/b/a SBC Nevada, Pacific Bell Telephone Company, d/b/a SBC California, Illinois Bell Telephone Company, d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated, d/b/a SBC Indiana, Michigan Bell Telephone Company, d/b/a SBC Michigan, The Ohio Bell Telephone Company, d/b/a SBC Ohio and Wisconsin Bell, Inc. d/b/a SBC Wisconsin.</p>
<p>By: </p>	<p>By: </p>
<p>Title: Vice President, Carrier Management</p>	<p>Title: AVP-Local Interconnection Marketing</p>
<p>Name: Michael A. Beach</p>	<p>Name: Mike Auinbauh</p>
<p>Date: <u>7/25/05</u></p>	<p>Date: <u>JUN 02 2005</u></p>

EXHIBIT A

	A	B	C	D	E	F
1	ISP Bound Traffic		\$ 0.000700			
2						
3			Arkansas	Kansas	Oklahoma	Missouri
4	End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
5		Zone 3	\$ 0.001310	\$ 0.001310	\$ 0.003800	\$0.002807
6		Zone 2	\$ 0.001690	\$ 0.001690	\$ 0.002516	\$0.001949
7		Zone 1	\$ 0.002530	\$ 0.002530	\$ 0.002268	\$0.001620
8						
9	Tandem Switching		\$ 0.000789	\$ 0.000789	\$ 0.000956	\$ 0.001231
10						
11	Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
12		Zone 3	\$ 0.000157	\$ 0.000157	\$ 0.000266	\$0.000246
13		Zone 2	\$ 0.000171	\$ 0.000171	\$ 0.000282	\$0.000232
14		Zone 1	\$ 0.000196	\$ 0.000196	\$ 0.000499	\$0.000155
15		Interzone	\$ 0.000186	\$ 0.000186	\$ 0.000147	\$0.000271
16						
17	Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.0000008
18	Per Minute per Mile	Zone 3	\$0.000001	\$0.000001	\$ 0.000008	\$0.0000117
19		Zone 2	\$0.000003	\$0.000003	\$ 0.000049	\$0.0000057
20		Zone 1	\$0.000006	\$0.000006	\$ 0.000027	\$0.0000016
21		Interzone	\$0.000001	\$0.000001	\$ 0.000002	\$0.0000030
22						
23			California	Nevada	Michigan	
24	End Office Call Set-Up		\$ 0.001472	\$ -	\$ 0.000620	
25	End Office Call Duration		\$ 0.001382	\$ 0.001610	\$ 0.000521	
26						
27	Tandem Switching Set-Up		\$ 0.001562	\$ -	\$ 0.000322	
28	Tandem Switching Duration		\$ 0.000461	\$ 0.001700	\$ 0.000337	
29						
30	Common Transport (Fixed)/Tandem Term Set-up		\$ 0.001270	\$ 0.007270	\$ 0.000077	
31	Tandem Term Duration		n/a	n/a	\$ 0.000081	
32	Common Transport (Variable) (per mou per mile)		\$ 0.000020	\$ -	\$ 0.000001	
33						
34						
35			Illinois	Indiana	Ohio	Wisconsin
36	End Office Switching		\$ 0.003746	\$ 0.004097	\$ 0.003600	\$ 0.004241
37	Tandem Switching		\$ 0.001072	\$ 0.000307	\$ 0.000623	\$ 0.000704
38	Tandem Transport Termination		\$ 0.000201	\$ 0.000102	\$ 0.000146	\$ 0.000188
39	Tandem Transport Facility Mileage (per mou per mile)		\$ 0.000013	\$ 0.000005	\$ 0.000006	\$ 0.000014
40						
41	Texas					
42	Call Set-Up		\$ 0.0010887			
43	Duration		\$ 0.0010423			
44						
45	Connecticut					
46	End Office Served Rate		\$ 0.003576			
47	Tandem Served Rate		\$ 0.005560			

NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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23. NETWORK MANAGEMENT 19

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

1. DEFINITIONS

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

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

2. NETWORK INTERCONNECTION METHODS

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

3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

- 3.1 Each Party is responsible, including financially, for the facilities and engineering on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and

maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between MCI and AT&T INDIANA.

- 3.2 Neither Party shall dismantle any established POI unless it either reaches an agreement with the other Party or receives Commission approval.

4. METHODS OF INTERCONNECTION

4.1 Physical Collocation

- 4.1.1 When MCI provides its own facilities or uses the facilities of a 3rd Party to an AT&T INDIANA Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCI may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

4.2 Virtual Collocation

- 4.2.1 When MCI provides its own facilities or uses the facilities of a 3rd Party to an AT&T INDIANA Tandem or End Office and wishes for AT&T INDIANA to place transport terminating equipment at that location on MCI's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

4.3 Methods of Interconnection Without Collocation

- 4.3.1 When MCI does not wish to collocate transport terminating equipment at an AT&T INDIANA Tandem or End Office, MCI may:

- (i) self provision, or
- (ii) deploy third party interconnection facilities.

4.4 Fiber Meet Interconnection

- 4.4.1 Fiber Meet Interconnection between AT&T INDIANA and MCI can occur at any mutually agreeable and technically feasible point between MCI's premises and an AT&T INDIANA Tandem or End Office within each local exchange area. The Parties may mutually agree to other design options.

- 4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

- 4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and

in any case, prior to the establishment of any Fiber Meet arrangements between them.

- 4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.
- 4.4.4.1 AT&T INDIANA shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each AT&T INDIANA Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
- 4.4.4.2 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.
- 4.4.4.3 There are two basic Fiber Meet design options available as described below. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 4.4.4.3.1 Design One: MCI and AT&T INDIANA shall provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. AT&T INDIANA will provide the fibers associated with the "working" side of the system. MCI will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AT&T INDIANA location.
- 4.4.4.3.2 Design Two: MCI will provide fiber cable to the last entrance (or AT&T-INDIANA designated) manhole at the AT&T-INDIANA Tandem or End Office switch. AT&T-INDIANA shall make all necessary preparations to receive and to allow and enable MCI to deliver fiber optic facilities into that manhole. MCI will provide a sufficient length of Fiber cable for AT&T-INDIANA to pull through the AT&T-INDIANA cable vault. MCI shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-INDIANA shall take the fiber from the manhole and terminate it inside AT&T-INDIANA' office at the cable vault at AT&T-INDIANA' expense. In this case the POI shall be at the AT&T-INDIANA designated manhole location.
- 4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing

sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

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

5. INTENTIONALLY OMITTED

6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

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

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

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

7. INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

7.1.1 The Parties will establish Local Interconnection Trunk Groups.

7.1.1.1 Intentionally Omitted.

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

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

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

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

7.2 Technical Interfaces

7.2.1 When interconnecting at AT&T INDIANA' switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are

configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

- 7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, AT&T INDIANA will provide any multiplexing required for DS1 facilities or trunking at their end and MCI will provide any DS1 multiplexing required for facilities or trunking at their end.

8. TRUNKING

- 8.1 AT&T INDIANA deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Traffic only, and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AT&T INDIANA deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.
- 8.2 For interconnection trunks established after the Effective Date of this Agreement, two-way trunking shall be established for all Local Interconnection Trunk Groups. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.
- 8.3 End Office Trunk Groups
- 8.3.1 Direct End Office trunks terminate traffic from a MCI switch to an AT&T INDIANA End Office and are not switched at a Tandem location. MCI shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any local tandem. All traffic received by AT&T INDIANA on the Direct End Office trunk group from MCI must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.
- 8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.
- 8.5 The Parties recognize that embedded one-way trunks exist for Section 251 (b)(5)/IntraLATA Traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.

8.6 Traffic Direction

8.6.1 The Parties shall not apportion the cost for two-way trunks based upon each Party's relative use (i.e. traffic direction) of such trunks.

8.7 Tandem Trunk Groups – Single Tandem LATAs

8.7.1 MCI shall establish direct trunking to an AT&T INDIANA tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

8.8 Tandem Trunk Groups – Multiple Tandem LATAs

8.8.1 MCI shall establish direct trunking to an AT&T INDIANA tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

9. MEET POINT TRUNKING ARRANGEMENTS

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCI's Central Office and AT&T INDIANA' Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5)/IntraLATA Traffic Except for any embedded based of one-way trunks existing as of the Effective Date, InterLATA trunk groups will be set up as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

9.2 Meet Point Interconnection Trunk Groups will be established between MCI's Switch and AT&T INDIANA Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each AT&T INDIANA Access Tandem under which MCI's NXXs home.

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

9.7 AT&T INDIANA will not block switched access customer traffic delivered to the AT&T INDIANA Tandem for completion on MCI's network. In no event will AT&T INDIANA be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T INDIANA shall have no responsibility to ensure that any switched access customer will accept traffic that MCI directs to the switched access customer.

9.8 Toll Free Trunking Arrangements

9.8.1 If MCI chooses AT&T INDIANA to handle 800/(8YY) database queries from its switches, all MCI originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCI 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T INDIANA Tandem switch.

9.8.2 MCI may handle its own 800/8YY database queries from its switch. If so, MCI will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call

based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIIm will route the post-query local or IntraLATA converted ten-digit local number to AT&T INDIANA over the Local Interconnection Trunk Groups. In such case, MCIIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIIm will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to AT&T INDIANA' Access Tandem. Calls will be routed to AT&T INDIANA over the Local Interconnection Trunk Groups and InterLATA trunk groups within the LATA in which the calls originate.

9.8.3 Intentionally Omitted

9.8.4 All originating Toll Free Service (800/8YY) calls for which MCIIm requests that AT&T-INDIANA perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCIIm performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCIIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10. 911 TRUNKING ARRANGEMENTS

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

10.2 Subject to section 10.2.1 below (Trunking Exception), MCIIm, with AT&T INDIANA' cooperation shall establish dedicated trunks from MCIIm's Central Office to each AT&T INDIANA 911/E911 Selective Router (i.e., 911 Tandem Office) for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). MCIIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.

10.2.1 TRUNKING EXCEPTION The Parties agree that MCIIm shall not be required to establish 911 trunking or interconnection to AT&T INDIANA's 911 Selective Routers in rate centers where MCIIm does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCIIm shall identify such Non-Dial Tone Rate Centers when completing the "MCIIm to AT&T Network Information Sheet" ("NIS") and AT&T INDIANA specifically agrees that no other notification shall be required of MCIIm. AT&T INDIANA shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by MCIIm on a NIS. MCIIm agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCIIm acknowledges that, if MCIIm wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for

these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When MCIIm designates a rate center as a Non-Dial Tone Rate Center, MCIIm agrees to indemnify AT&T INDIANA, in accordance with the requirements of the General terms, for any 911 claims made by MCIIm's customers in that Non-Dial Tone Rate Center arising from MCIIm's decision not to interconnect with AT&T INDIANA's 911 Selective Routers in that Non-Dial Tone Rate Center.

- 10.3 AT&T INDIANA shall assure sufficient capacity at the 911 selective router to meet MCIIm's requests for Interconnection within twenty (20) business days after receipt of the request. When AT&T INDIANA network force and load conditions require a longer implementation timeframe, AT&T INDIANA will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. AT&T INDIANA is not responsible to provide diversity for MCIIm to the 911 selective router.
- 10.4 AT&T INDIANA shall provide the following information to MCIIm, and shall promptly notify MCIIm of any changes:
 - 10.4.1 AT&T INDIANA processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.
 - 10.4.2 Trunk group specifications.
 - 10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
 - 10.4.4 Intentionally Omitted.
 - 10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
 - 10.4.6 Intentionally Omitted.
- 10.5 Intentionally Omitted.
- 10.6 Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 10.7 Interconnection for Primary and Diverse Routes. MCIIm's Point of Interconnection (POI) for E911/911 Service shall be at the AT&T INDIANA 911 Selective Router. These facilities are the financial responsibility of MCIIm. MCIIm shall pay tariff charges for diverse routes. MCIIm will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by AT&T INDIANA within twenty (20) business days after receipt of the order. If AT&T INDIANA requires additional information, MCIIm agrees to cooperate to provide such information in order to complete the order. When AT&T INDIANA network force and load conditions require a longer implementation timeframe, AT&T INDIANA will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCIIm and AT&T INDIANA will cooperate to promptly test all E911/911 trunks and transport facilities between MCIIm's network and the AT&T INDIANA Selective Router to assure proper functioning of the 911 service. MCIIm will not turn-up live 911 traffic until successful call through testing is completed by both Parties.
- 10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIIm will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that MCIIm serves, if such rate center, county or geographic area has a separate default

routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCI shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCI is responsible for requesting and payment of facilities routed diversely for 911 interconnection.

- 10.9 MCI shall be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T INDIANA 911 selective router Office(s).
- 10.10 MCI shall provide sufficient facilities/trunks to route MCI originating 911 calls to the 911 selective router. MCI is responsible to request and pay for facilities routed diversely for 911 interconnection.
- 10.11 Intentionally Omitted.
- 10.12 MCI shall monitor the 911 trunks for the purpose of determining originating network traffic volumes. MCI will notify AT&T INDIANA if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, MCI shall request and pay for facilities carrying additional trunks from AT&T INDIANA at the applicable access tariff rates.
- 10.13 Where 911 interconnection is established, MCI acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCI shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

11. HIGH VOLUME CALLING TRUNK GROUPS

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. MCI will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 11.3 It is recommended that this group shall be sized as follows:

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

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

11.5 If MCIIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIIm may request a meeting to coordinate with AT&T INDIANA the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIIm establishes a new choke NXX, MCIIm must notify AT&T INDIANA a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T INDIANA will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the AT&T INDIANA Public Response HVCI/Mass Calling Network Access Tandem to MCIIm's choke serving office.

11.6 Intentionally Omitted

12. OPERATOR SERVICES TRUNKING ARRANGEMENTS

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

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

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

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

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

12.2.2 Intentionally Omitted.

13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

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

14. SIGNALING

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

Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

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

15. INTENTIONALLY OMITTED

16. FORECASTING

- 16.1 MCIIm agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. AT&T INDIANA shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T INDIANA General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.
- 16.2 AT&T INDIANA shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:
- 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCIIm and AT&T INDIANA will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17. TRUNK DESIGN BLOCKING CRITERIA

- 17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS ¹
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

18. TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCIIm.
- 18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T INDIANA Switched Access service.
- 18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by AT&T INDIANA when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to AT&T INDIANA within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIIm will note "Service Affecting" on the ASR.

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

- 18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. AT&T INDIANA may send a TGSR to MCIIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to AT&T INDIANA or (ii) request that the Parties schedule a joint planning discussion for the TGSR.
- 18.8 If MCIIm does not respond to the TGSR within the ten (10) business day period described above, AT&T INDIANA will contact MCIIm to schedule a joint planning discussion. If MCIIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T-INDIANA reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19. PROVISIONING

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

19.7 MCIIm and AT&T INDIANA shall:

19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20. TRUNK DATA EXCHANGE

20.1 MCIIm has requested and AT&T INDIANA shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.

20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).

20.3 DIXC traffic data will include, but not be limited to, the following:

20.3.1 Usage (total usage measured in centum call seconds)

20.3.2 Peg Count (Peg count of originating call attempts including overflow)

20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)

20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)

20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)

20.4 DIXC traffic data shall be collected as follows:

20.4.1 Hourly on the clock hour

20.4.2 Twenty-four (24) hours per day (0000-2400)

20.4.3 Seven (7) days per week (including holidays)

20.4.4 Fifty-two (52) weeks per year

21. MAINTENANCE TESTING AND REPAIR

21.1 MCIIm and AT&T INDIANA shall work cooperatively to install and maintain a reliable network. MCIIm and AT&T INDIANA shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:

21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.

21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.

- 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
- 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
- 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22. INTENTIONALLY OMITTED

23. NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 and 10 digit code gaps set at appropriate levels on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCI and AT&T INDIANA shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 23.3 Mass Calling. MCI and AT&T INDIANA 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.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BIRCH TELECOM OF THE GREAT LAKES, INC.**

The Interconnection Agreement, effective June 07, 2007 ("the Agreement") by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T Indiana") and Birch Telecom of the Great Lakes, Inc. ("CLEC") is hereby amended as follows:

- (1) The MCImetro Access Transmission Services LLC Superseding Certain Compensation, Interconnection and Trunking Provisions Amendment, currently incorporated into the Agreement and all references to this amendment, are hereby removed and replaced with the attached Birch-Ionex Superseding Certain Compensation Provisions Amendment and shall apply according to the Amendment's terms.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (5) This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective June 07, 2007.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 16th day of May, 2007, by AT&T Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Birch Telecom of the Great Lakes, Inc.

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

By: 

By: 

Printed: T.J. Sauder

Printed: Rebecca L. Sparks

Title: Director - Finance
(Print or Type)

Title: Executive Director - Regulatory
(Print or Type)

Date: 5/14/07

Date: MAY 16 2007

UNE OCN#

RESALE OCN#

FACILITIES-BASED OCN #

ACNA

Amendment Superseding Certain Intercarrier Compensation Provisions

This Amendment Superseding Certain Intercarrier Compensation Provisions ("Amendment") is applicable to this and any future Interconnection Agreement as provided herein between AT&T Operations, Inc. ("AT&T"), on behalf of and as agent for, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T Arkansas, and AT&T Kansas, and any of its future Affiliates or subsidiaries which are Incumbent Local Exchange Carriers (hereinafter each individually being a "AT&T ILEC," and collectively being the "AT&T ILECs") and Birch, Birch Telecom of Texas, Ltd., L.L.P., Birch Telecom of Kansas, Inc., Birch Telecom of Missouri, Inc., Birch Telecom of Oklahoma, Inc., Ionex Communications, Inc., Ionex Communications of the South, Inc. and any of its future Affiliates or subsidiaries which are Certified Local Exchange Carriers ("Birch") in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut from the Effective Date hereof through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the AT&T ILECs and Birch may be referred to individually as "Party," or collectively as the "Parties";

WHEREAS, prior to the Effective Date hereof, AT&T ILECs and Birch have entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions in Texas, Oklahoma, Kansas and Missouri, and may enter into further such agreements in the additional states of Arkansas, California, Connecticut, Illinois, Indiana, Michigan, Nevada, Ohio and Wisconsin after the Effective Date hereof but before the Termination Date as defined herein (such agreements, including any successors thereto, shall be referred to herein as the "Interconnection Agreements"); and

WHEREAS, AT&T ILECs and Birch agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-Bound Traffic, Section 251(b)(5) Traffic, and other compensable traffic exchanged between the Parties, consistent with the terms set forth herein this Amendment;

NOW, THEREFORE, for and in consideration of the promises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM, SCOPE OF AMENDMENT AND LOCK IN

- 1.1 The term of this Amendment shall commence on the Effective Date hereof¹ and shall continue until December 31, 2009 ("Termination Date"). Thereafter, provided that Birch does not MFN into or otherwise adopt an underlying Interconnection Agreement with a term ending after December 31, 2009, this Amendment will remain in full force and effect unless terminated by either Party according to the

¹ Notwithstanding anything to the contrary in the underlying Interconnection Agreements (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt the Parties' Interconnection Agreement and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after the Effective Date hereof, it is AT&T's position that such Adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this Amendment prospectively beginning from the date that the MFN provisions become effective between the AT&T ILECs and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

terms and conditions of the underlying Interconnection Agreement to which this Amendment applies. In the event that Birch chooses to MFN into an underlying Interconnection Agreement that expires after the Termination Date of this Amendment, the terms of this Amendment shall apply to such Interconnection Agreement until December 31, 2009, after which the terms of the underlying Interconnection Agreement shall apply.

- 1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in all Interconnection Agreements currently in effect between the Parties. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future Interconnection Agreement(s) between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights in all states where the AT&T ILECs and Birch enter into such agreements. Any inconsistencies between the provisions of this Amendment and other provisions of any current Interconnection Agreement or future Interconnection Agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if any of the underlying Interconnection Agreements expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying Interconnection Agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties and this Amendment shall remain effective through the Termination Date.
- 1.3 Except as provided in Section 1.4 below, during the term of this Amendment period, the Effective Date hereof through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, Birch adopts another or additional agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from the Effective Date hereof through the Termination Date. If the AT&T ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, Birch may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case Birch shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

Notwithstanding anything herein to the contrary, during the period from the Effective Date hereof through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' Interconnection Agreements in effect during the term of this Amendment with respect to any intercarrier compensation that is subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or In the Matter of IP Enabled Services, WC Docket 04-36, the affected provisions of this Amendment relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Interconnection Agreements and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the Interconnection Agreements; provided, however, that the rates, terms and

conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as to matters pertaining to intercarrier compensation, in addition to the change of law rights more fully set forth in this Section 1 with respect to intercarrier compensation, provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment and any intervening law rights in the underlying Interconnection Agreement, and may invoke such intervening law/change in law rights as to any provisions in the Interconnection Agreements impacted by any regulatory, legislative or judicial action.

2. LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX TRAFFIC AND OPTIONAL EAS TRAFFIC

- 2.1 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.
- 2.2 For purposes of this Agreement, and without waiving their respective positions with regard to the appropriate interpretation of 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"), the Parties agree that "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between Birch and AT&T-13STATE 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.
- 2.3 Foreign Exchange (FX) services are retail service offerings purchased by FX customers that 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). There are two types of FX service:
- 2.3.1 "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.

- 2.3.2 "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.
- 2.4 *Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is traffic that originates from and terminates to Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as defined in the Parties underlying Agreement.***
- 2.4.1 In the context of this Amendment, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This terminating compensation arrangement between the Parties for such traffic rate is independent of any retail service arrangement established by either Party. Birch and AT&T ARKANSAS, AT&T KANSAS, and AT&T TEXAS are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however, the terminating rates to be used for any such offering will be those set forth in this Amendment.
- 2.5 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic. For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the following compensation arrangements apply:
- 2.5.1 *For traffic that originates from, or terminates to, End Users served by a Local Wholesale Complete Access Line or Local Wholesale Complete telephone numbers associated with Local Switching provided by AT&T-13STATE on a wholesale basis:* All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic, and MCA Traffic that originates from, or terminates to, End Users served by Local Wholesale Complete Access Lines or Local Wholesale Complete telephone numbers associated with Local Switching provided by AT&T-13STATE on a wholesale basis, will be compensated on a long-term Bill and Keep basis regardless of whether such traffic remains in balance. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment, and MCA Traffic, and does not include IntraLATA Toll Traffic or Meet Point Billing Traffic.
- 2.5.2 *For traffic that originates from, or terminates to, End Users served by Birch using its own facilities:* All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic that originates from, or terminates to, End Users served by Birch using its own facilities will be compensated on a long-term Bill and Keep basis, so long as qualifying traffic between the parties remains in balance in accordance with Section 2.5.2.1 through 2.5.2.3 hereof. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, or MCA Traffic.

- 2.5.2.1 The Parties agree that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties is "In-Balance". In-Balance shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).
- 2.5.2.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic originated by each Party's End Users terminated to the other Party's End Users, divided by the sum of both Parties' End Users' terminated Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic multiplied by 100.
- 2.5.2.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, then upon notice by either Party, the terms and conditions set forth in Section 3 of this Amendment shall apply to all Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, beginning with the billing cycle following receipt of such notice.
- 2.5.2.3 Once the terms and conditions set forth in Section 3 of this Amendment apply to CLEC's Section 251(b)(5)Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the compensation arrangements set forth in Section 3 will apply for the remaining term of this Agreement.
- 2.5.2.3.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.
- 2.5.2.3.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the Intercarrier Compensation rates will apply retroactively to the date such Intercarrier Compensation rates were applicable under Section 3 of this Amendment.
- 2.5.2.4 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4 of this Amendment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the proper classification under the terms of this Amendment of traffic delivered as Bill and Keep. The Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.
- 2.5.2.5 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement is other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a

substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in of the General Terms and Conditions of the Interconnection Agreements.

2.5.2.6 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

2.5.2.7 The audit provisions set out in Sections 2.5.2.4 through 2.5.2.6 above do not alter or affect audit provisions set out in the Parties' underlying Interconnection Agreements.

3. **COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX-TRAFFIC AND OPTIONAL EAS TRAFFIC**

3.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 2.5.2 above and has exceeded the specified thresholds set forth in Sections 2.5.2.1 and 2.5.2.1.1. This Section 3 applies to Out-of-Balance traffic.

3.1.1 For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS 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 Amendment and Appendix Pricing to the Interconnection Agreements. In AT&T CONNECTICUT, when Birch purchases Local Switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 3.8.3 below.

3.2 AT&T-12STATE 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).

AT&T-13STATE and Birch agree to comply with the FCC's interim ISP terminating compensation plan on the date designated by AT&T-13STATE 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 Amendment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

3.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-13STATE'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 AT&T-13STATE, Birch and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.

3.2.2 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 caused by events enumerated in this section shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.

- 3.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 2.1 and ISP-Bound Traffic, as defined in Section 2.2 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 3.9 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 AT&T-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 3.8 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 3.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
 - 3.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
 - 3.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem 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.
 - 3.4.3 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.
- 3.5 End Office Serving Rate Elements:
 - 3.5.1 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.
- 3.6 Birch shall only be paid End Office Serving Rate Elements.
- 3.7 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) under this Amendment and the underlying Interconnection Agreements. 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 Amendment and the underlying Interconnection Agreements.

3.8 Intercarrier Compensation for Wholesale Local Switching Traffic

3.8.1 Where Birch purchases Local Switching from AT&T-12STATE on a wholesale basis, Birch will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end users served by such arrangements. AT&T-12STATE is required to provide Birch with timely, complete and correct information to enable Birch to meet the requirements of this section.

3.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when Birch purchases Local Switching from AT&T-12STATE on a wholesale basis:

3.8.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.8.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and Birch where Birch's end user originates a call that is terminated to a AT&T-12STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 3.9 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

3.8.3 In AT&T CONNECTICUT, when Birch purchases Local Switching from AT&T CONNECTICUT on a wholesale basis. To provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When Birch purchases Local Switching from AT&T CONNECTICUT on a wholesale basis, Birch can not seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

3.9 The Parties hereby agree that the following rates, terms and conditions set forth in Section 3.9 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-13STATE has made an offer as described in Section 3.2 above effective on the later of (i) the Effective Date of this Amendment and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the rebuttable presumption.

3.9.1 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

3.9.1.1 The rates, terms and conditions in Section 3.9 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 2.1 and ISP-Bound Traffic as defined in Section 2.2 and ISP-Bound Traffic is subject to the rebuttable presumption.

3.9.1.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.

3.9.1.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

3.9.2 ISP-Bound Traffic Rebuttable Presumption

3.9.2.1 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. 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. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

- 3.9.3 Each party will invoice the other party on a monthly basis for such traffic at the rate set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 3.10 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 AT&T-2STATE, AT&T MIDWEST REGION 5-STATE, AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS.
- 3.10.1 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.
- 3.10.2 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above.
- 3.10.3 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 3.10.4 Segregating and Tracking FX Traffic
- 3.10.4.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 3.10.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE, AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS where such traffic is subject to a Bill and Keep arrangement.
- 3.10.4.2.1 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU in AT&T OKLAHOMA.
- 3.10.4.3 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T CONNECTICUT will work with Birch in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time.

The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For AT&T CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

3.10.4.3.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 3.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

3.10.4.3.2 The FX factor may be adjusted by the Parties on a quarterly basis.

3.10.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

3.10.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

3.11 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 2.1 and 2.2 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.

3.11.1 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

4. Reservation of Rights

4.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and

- compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.
- 4.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their Interconnection Agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and Interconnection Agreements or Section 251(b)(5). Therefore, ILEC payments to Birch under this Amendment or the underlying Interconnection Agreements shall not be construed as agreement by the AT&T ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 4.3 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 4.4 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond

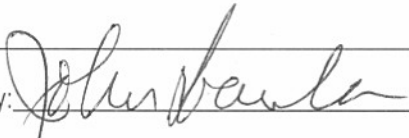
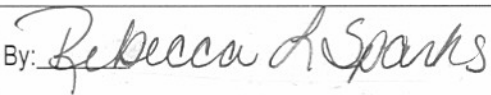
those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE 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 AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. Additional Terms and Conditions

- 5.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that this Amendment applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point other than as set forth in this Amendment. By entering into this Amendment, the AT&T ILECs do not agree that they are obligated to permit, nor do they waive their rights to contend that they are not obligated to permit, their tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 5.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying Interconnection Agreements. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 5.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

- 5.4 The terms contained in this Amendment constitute the entire agreement with regard to the modification and amendment of the Interconnection Agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 5.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 5.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 5.7 This Amendment shall be filed by the Parties with the commissions in each state listed in the introductory paragraph above as may be required as of the Effective Date of this Amendment, and as may be required from time to time thereafter. Neither Party may seek a stay of a commission's approval of this Amendment or in any way seek to delay, postpone or interfere with a particular commission's approval of this Amendment. If any part of this Amendment is rejected or modified by a state commission, this amendment will become null, void and of no further effect as to that specific state.
- 5.8 AT&T Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual AT&T ILECs.
- 5.9 This Further Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific AT&T ILEC, this Further Amendment shall be construed as having been in effect as of June 14, 2006 (the "Effective Date").

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties, as set forth herein.

<p>Birch Telecom of Texas, Ltd., L.L.P., Birch Telecom of Kansas, Inc., Birch Telecom of Missouri, Inc., Birch Telecom of Oklahoma, Inc., Ionex Communications, Inc., Ionex Communications of the South, Inc. and any of its future Affiliates or subsidiaries which are Certified Local Exchange Carriers ("Birch") in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut</p>	<p>AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company, d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.</p>
<p>By: </p>	<p>By: </p>
<p>Title: <u>Vice President</u></p>	<p>Title: Executive Director-Regulatory</p>
<p>Name: <u>John IWANSKA</u></p>	<p>Name: <u>Rebecca L. Sparks</u></p>
<p>Date: <u>June 22, 2006</u></p>	<p>Date: <u>6-26-06</u></p>

**RETAIL AND/OR RESALE CATALOG AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
BIRCH TELECOM OF THE GREAT LAKES, INC.**

This is a Retail and/or Resale Catalog Amendment (the "Amendment") to the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T Indiana") and Birch Telecom of the Great Lakes, Inc. ("CLEC") (collectively referred to as "the Parties") ("Agreement"), previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in *Wisconsin Bell v. Bie* concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, On July 1, 2007, AT&T Indiana moved the rates terms and conditions for retail Non-Basic Telecommunications Services (as defined by Indiana law) from the retail catalog to a new retail AT&T Indiana Service Guide; and,

WHEREAS, On or about October 1, 2007, AT&T Indiana will rename the AT&T Indiana Service Guide to AT&T Indiana Guidebook;

WHEREAS, effective July 1, 2008, the AT&T Indiana Catalog will no longer include the rates, terms and conditions of local exchange services made available for resale ("Resale Services"); and,

WHEREAS, The Parties need to amend their current Agreement to reflect the above-referenced changes.

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

1. INTRODUCTION

- 1.1 The Recitals herein are incorporated into this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

- 2.1.1 All references in the Agreement, if any, to retail tariff and/or catalog, or the like, shall be deemed to include the AT&T Indiana Service Guide, which will be renamed the AT&T Indiana Guidebook on or about October 1, 2007. For purposes of this Amendment the terms "AT&T Indiana Service Guide" and "AT&T Indiana Guidebook" have the same meaning and are hereinafter referred to as "Guidebook".
- 2.1.2 Upon the Effective Date of this Amendment, all references to retail tariff shall automatically incorporate herein the rates, terms and conditions (or otherwise) contained in the Guidebook, as applicable.
- 2.1.3 Any changes to the rates, terms and conditions of the Guidebook are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.1.4 All references in the Agreement (including, without limitation, all appendices and attachments thereto) to AT&T Indiana's Retail and Resale Catalog will be removed and will no longer be considered incorporated or made a part of this Agreement effective July 1, 2008.
- 2.1.5 When CLEC's End User(s) subscribes to AT&T Indiana's resold services, non-recurring and recurring charges for the service shall apply at the rates set forth in retail tariff and/or Guidebook minus the applicable Indiana state avoided cost discount. AT&T Indiana's resold telecommunication 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. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

- 5.1 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. MISCELLANEOUS

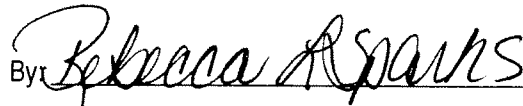
- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Agreement to be executed in duplicate as of this 11th day of September 2007.

Birch Telecom of the Great Lakes, Inc.

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

By: 
Printed: T.J. Sauder

By: 
Printed: Rebecca L. Sparks

Title: Director - Finance
(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATORY**

Date: 9/5/07

Date: 9-11-07

UNE OCN# 1899
RESALE OCN# 7096
FACILITIES-BASED OCN# 1899
ACNA VLK

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

BIRCH TELECOM OF THE GREAT LAKES, INC.



Signature: eSigned - Greg Darnell

Signature: eSigned - William A. Bockelman

Name: eSigned - Greg Darnell
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: Director Margin Assurance
 (Print or Type)

Title: Director
 (Print or Type)

Date: 15 Oct 2015

Date: 16 Oct 2015

Birch Telecom of the Great Lakes, Inc.

**Indiana Bell Telephone Company Incorporated d/b/a
 AT&T INDIANA by AT&T Services, Inc., its authorized
 agent**

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	7096	1899	1899

Description	ACNA Code(s)
ACNA(s)	VLK

**AMENDMENT TO THE AGREEMENT
BETWEEN
BIRCH TELECOM OF THE GREAT LAKES, INC.
AND**

INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA

This amendment ("Amendment") amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T") and Birch Telecom of the Great Lakes, 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 June 7, 2007 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services.

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 and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
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 Appendix – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) 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**
 - 3.3.1. 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.
 - 3.3.2. 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.
 - 3.3.3. 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.
 - 3.3.4. 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.

- 3.3.5. 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.
- 3.3.6. 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 19 from the Agreement with the following language:

19. Notices

19.1 Notices given by CLEC to AT&T INDIANA under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 19.1.1 delivered by electronic mail (email).
- 19.1.2 delivered by facsimile.

19.2 Notices given by AT&T INDIANA 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:

- 19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.
- 19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

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

- 19.3.1 the date of actual receipt;
- 19.3.2 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;
- 19.3.3 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;

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Chris Bunce Senior Vice President and General Counsel
STREET ADDRESS	2323 Grand Boulevard, Suite 925
CITY, STATE, ZIP CODE	Kansas City, MO 64108
PHONE NUMBER*	478.405.3766
FACSIMILE NUMBER	478.405.3163

EMAIL ADDRESS	Chris.bunce@birch.com
AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.5 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 19. 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.
 - 19.6 In addition, CLEC agrees that it is responsible for providing AT&T INDIANA 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 INDIANA to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - 19.6.1 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.
 - 19.6.2 CLEC may be able to place orders for certain services in AT&T INDIANA 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.
 - 19.7 AT&T INDIANA 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. The Parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:
- "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.
 - "AT&T CALIFORNIA" means the AT&T owned ILEC doing business in California.
 - "AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
 - "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.
 - "AT&T SOUTHWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

6. **Conflict between this Amendment and the Agreement**

- 6.1. 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. For Indiana: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 06 – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

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,

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

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 technically feasible and available, 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 3.6.8 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 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.

2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider’s switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.

2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 “Toll Center Code” means the 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 INW.

3.0 Operator Services (OS) / Directory Services (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 technically feasible and/or available, 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) within 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-, 0+, 411, 1411, 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-, 0+, 411, 1411, 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.
- 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 OS 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 ASR's 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.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 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 technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available 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. AT&T-21STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS 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.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

- 3.5 DA Offerings:
- 3.5.1 DA Rate Structure:
- 3.5.1.1 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 DA Call Processing:
- 3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available 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.
- 3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.1.3 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.
- 3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.1.5 Business Category Search (BCS) - A service 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 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.
- 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.
- 3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.
- 3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
- 3.6.2.2 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.
- 3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement 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 or silent 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.

- 3.6.4 Branding/Silent Announcement 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/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, 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.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, 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.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
- 3.6.8.1 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.
- 3.6.8.2 To the extent that CLEC has not established the Branding/Silent 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 Inward Assistance Operator Services (INW)

- 4.1 Responsibilities of the Parties:
- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.
- 4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.
- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/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.

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

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.

5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 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 when available. The information provided for non-published telephone service subscribers can only be used for two (2) 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 telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL 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 the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE’s DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, 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 the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. 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.

6.2.1.1 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.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 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.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 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 the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other 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.

6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the 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.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual 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.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will 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 subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

6.2.5 AT&T-21STATE shall direct its publishing vendor 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 installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 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 publishing products and services.

6.2.6.2 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 intermingled 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.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 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.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions:

- 7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Brand and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification / Interrupt [BLV/I]), per work second	XPU	OPEN		\$ 0.03	NA	NA	
6	IN	DA LISTINGS	- per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DA LISTINGS	- per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Ancillary Message Billing Compensation (Per Message)				\$0.03			

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); AND BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP)

Signature: eSigned - James P. Prenetta, Jr.

Signature: eSigned - Kristen Shore

Name: eSigned - James P. Prenetta, Jr.
 (Print or Type)

Name: eSigned - Kristen Shore
 (Print or Type)

Title: Executive Vice President and General Counsel
 (Print or Type)

Title: AVP Regulatory
 (Print or Type)

Date: 02 Oct 2020

Date: 07 Oct 2020

Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC); Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC); Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC); and Birch Telecom of Texas, Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7012, 7700, 1604	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H 5348 817A

	7700		
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MISSISSIPPI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H, 9335, 215D
NEVADA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720

	384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104		
OHIO	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	247D, 5240, 3246	1747, 247D,3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); IONEX COMMUNICATIONS SOUTH, INC.(LINGO COMMUNICATIONS SOUTH, LLC) BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

Signature: eSigned - Charles Griffin

Signature: eSigned - Kristen Shore

Name: eSigned - Charles Griffin
(Print or Type)

Name: eSigned - Kristen Shore
(Print or Type)

Title: CEO & President
(Print or Type)

Title: AVP Regulatory
(Print or Type)

Date: 05 Oct 2020

Date: 07 Oct 2020

Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC); Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC); Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC); Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC); and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**ASSIGNMENT & AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
BY AND BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, , NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BIRCH COMMUNICATIONS, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF KANSAS, INC. (N/K/A FUSION TELECOM OF KANSAS, LLC); BIRCH TELECOM OF OKLAHOMA, INC. (N/K/A FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC); BIRCH TELECOM OF TEXAS, LTD., L.L.P. (N/K/A FUSION TELECOM OF TEXAS, LTD., LLP); BIRCH TELECOM OF MISSOURI, INC. (N/K/A FUSION CLOUD SERVICES, LLC); BIRCH TELECOM OF THE SOUTH, INC. (N/K/A LINGO TELECOM OF THE SOUTH, LLC); BIRCH TELECOM OF THE GREAT LAKES, INC. (N/K/A LINGO TELECOM OF THE GREAT LAKES, LLC); IONEX COMMUNICATIONS, INC. (N/K/A LINGO COMMUNICATIONS MIDWEST, LLC); AND BIRCH TELECOM OF THE WEST, INC. (N/K/A LINGO TELECOM OF THE WEST, LLC)

This Assignment and Amendment (collectively, the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity and each CLEC entity (collectively, "CLEC Entities"), respectively, listed in each row of Column A and Column B in the attached Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC;

WHEREAS, this Amendment removes from the Agreements certain CLEC Entities that are listed in Column E of Exhibit A which were spun off and are not Fusion entities (collectively, "Lingo Entities"), so that the entities that remain in or on the Agreements (as amended by this Amendment) are Fusion entities. To accomplish the removal of such Lingo Entities, which are listed in Column E of Exhibit A, from the listed Agreements, such Lingo Entities are assigning their interests in such Agreements to (a) the Fusion entity already named as a Party in such Agreements (or as designated in Exhibit A), or (b) if a Fusion entity is

not already named as a Party in the Agreement (which are the Agreements that reference Birch Telecom of the Great Lakes, Inc. in Column B of Exhibit A) to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC); 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, the terms and conditions, contained within, along with the Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Lingo Entities, as listed in each row of Column E of Exhibit A, hereby assign their interest in the Agreements between the Parties, as listed in Columns A through D of each row of Exhibit A, to: (a) the Fusion entity that is already Party to such Agreements (or as designated in Exhibit A) or (b) with respect to Agreements that include Birch Telecom of Great Lakes, Inc. that are listed in Exhibit A, Column B, such Agreements are assigned to Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC). In addition, such Lingo Entities, as listed in Column E of Exhibit A, hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals. For avoidance of any doubt, as a result of these assignments and removals, each Agreement listed in each row of Exhibit A is by and between the AT&T entity listed in Column A of that row and the Fusion entity listed in Column F of that row of Exhibit A.
3. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
4. There shall be a retroactive application of the provisions this Amendment to the effective date of the Plan. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular 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 each of the Agreements (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 any of the Agreements 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 Agreements, but rather, shall be coterminous with such Agreements.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS 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 counterpart shall together constitute one and the same instrument.
9. This Amendment shall be filed with the applicable state Commission and effective as follows:

- 9.1 For Alabama, Arkansas, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing.
- 9.2 For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 9.3 For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement ¹	7/1/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/21/2009	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	5/26/2010	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	6/7/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	1/25/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Kansas, Inc. (n/k/a Fusion Telecom of Kansas, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	6/27/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	9/11/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/12/2005	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Missouri, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/22/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

¹ References to "Interconnection Agreement" herein include provisions for interconnection and/or resale, as may be applicable, under the Agreements.

AT&T ILEC Entity Name	CLEC ("CLEC Entities")	Contract Type	Approved Date	Removed Legacy Birch Entities that Are Now Lingo Entity(ies) ("Lingo Entities")	Fusion Entity on the ICA After the Assignment and Removal of the Lingo Entities from the ICA
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Interconnection Agreement	4/14/2008	Birch Telecom of the West, Inc. (n/k/a Lingo Telecom of the West, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	8/8/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC) and Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Interconnection Agreement	8/24/2006	Ionex Communications, Inc. (n/k/a Lingo Communications Midwest, LLC)	Birch Telecom of Oklahoma, Inc. (n/k/a Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC)
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/9/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/16/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC) and Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Interconnection Agreement	7/14/2008	Birch Telecom of the South, Inc. (n/k/a Lingo Telecom of the South, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP) and Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Interconnection Agreement	8/29/2005	Ionex Communications South, Inc. (n/k/a Lingo Communications South, LLC)	Birch Telecom of Texas Ltd., L.L.P. (n/k/a Fusion Telecom of Texas, Ltd., LLP)
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Interconnection Agreement	8/6/2007	Birch Telecom of the Great Lakes, Inc. (n/k/a Lingo Telecom of the Great Lakes, LLC)	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD

**SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF
OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD.,
L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)**

Signature: eSigned - James P. Prenetta, Jr.

Signature: eSigned - Kristen Shore

Name: eSigned - James P. Prenetta, Jr.
 (Print or Type)

Name: eSigned - Kristen Shore
 (Print or Type)

Title: Executive Vice President and General Counsel
 (Print or Type)

Title: AVP Regulatory
 (Print or Type)

Date: 02 Oct 2020

Date: 07 Oct 2020

Fusion Cloud Services, LLC (f/k/a Birch Communications, Inc. or Birch Telecom of Missouri, Inc.); Fusion Communications, LLC and Fusion Communications Services, LLC (both f/k/a Cbeyond Communications, LLC); Fusion Telecom of Kansas, LLC (f/k/a Birch Telecom of Kansas, Inc.); Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC (f/k/a Birch Telecom of Oklahoma, Inc.); and Fusion Telecom of Texas, Ltd., L.L.P. (f/k/a Birch Telecom of Texas, Ltd., LLP)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222

FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604, 176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 700E, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D

	6104, 7729		
MISSISSIPPI	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390

	7096, 307G, 7276, 7775, 7700, 6104, 4147		
TEXAS	176J,7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	247D, 5240, 3246	1747, 247D,3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

**AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
BY AND BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD., L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)

This Amendment (the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity listed in each row of Column A of Exhibit A and each Fusion Legacy Birch Entity ("FLBE") listed in Column B of the same row of Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in connection with the Stipulation, AT&T and Fusion agreed to certain amendments to the Stipulation Contracts set forth in a term sheet ("Term Sheet") that states the amendments would be effective on the Effective Date, which is also the effective date of the Plan;

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC; and

WHEREAS, each FLBE listed in each row of Column B of Exhibit A changed its legal name and wishes to reflect its name change as set forth in Column C of the same row of Exhibit A, as applicable ("Fusion's New Legal Name" or "FNLN") in each of the Agreements listed in each row of Exhibit A; 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, the terms and conditions, contained within, along with Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Each of the Agreements listed in each row of Exhibit A is hereby amended to reflect the applicable name change from the FLBE shown in each row of Column B of Exhibit A to the FNLN as shown in Column C of same row of Exhibit A.
3. For each account previously billed to a specific FLBE, AT&T shall reflect that name change from the applicable FLBE to the applicable FNLN only for the main billing account (header card). AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, the applicable FNLN affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable FLBE with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Upon execution of this Amendment by the Parties, each FLBE shall operate with AT&T under the applicable FNLN for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable FNLN, and may include labeling (including re-labeling) equipment and facilities with the applicable FNLN. Any change in a FLBE name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the FLBE's name is changing, and no FLBE Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change ("Name Change") under this Section. For any Name Change and if requested by AT&T, the applicable FNLN is responsible for (a) providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required; and (b) for any future Name Change, FNLN must submit the appropriate service request to AT&T-21STATE to update all applicable billing accounts (BANs). Subject to the Term Sheet, each Fusion entity associated with a FNLN under the ICAs listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should any Fusion entity associated with a FNLN under the ICAs listed in Exhibit A desire to change its name on individual circuits and/or End User records, the FNLN must submit the appropriate service request(s) to AT&T-21STATE to update the FNLN on individual circuits and/or End User records, and such FNLN is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable FNLN listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

N. Notices

- N.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:
- N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- N.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:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.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.

N.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.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James P. Prenetta, Jr. Executive Vice President and General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Jprenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	pamela.hintz@fusionconnect.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.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 N. 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.

N.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. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles through the applicable form and/or web-based interface.

- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until the CLEC Profile changes have been fully implemented.
- N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.
- N.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.
6. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
7. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying each of the Agreements (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 any of the Agreements or which may be the subject of further review).
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. 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.
12. This Amendment shall be filed with the applicable state Commission and effective as follows: For Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing. For Ohio: Based on

the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC TTU UID	2828, 1897, 169C, 5409,	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. d/b/a Birch Communications	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147,	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C, 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	5/26/2010

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	700E		176J	5954	Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID	1986, 2720, 4361, 053H, 144H, 5348, 817A	055G, 817A, 1768, 171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cbeyond Communications, LLC	Fusion Communications Services, LLC	BYG	1769		176J	5954	Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc.	Fusion Telecom of Kansas, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C, 8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG,	2722, 0393, 7514,	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	5954, 5530, 5957, 5533,	Interconnection Agreement	6/27/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			UID, SEQ, ENC, TTU,	3133, 1940		384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK,	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617,	5954, 5530, 5957,	Interconnection Agreement	4/14/2014

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			BYG, ENC			165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5533, 0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc.	Fusion Cloud Services, LLC (d/b/a Fusion Cloud Services of Oklahoma, LLC)	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU,	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	5954, 5530, 5957, 5533, 0678,	Interconnection Agreement	7/14/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			ENC, UID			7096, 307G, 7276, 7775, 7700, 6104, 4147	0679 0859		
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P.	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	2152		176J	5954	Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/6/2007